

AGENDA
REGULAR CITY COUNCIL MEETING
WEINGART BALLROOM
5000 CLARK AVENUE
LAKEWOOD, CALIFORNIA

October 26, 2021

ADJOURNED MEETING: 5:30 p.m.
PUBLIC HEARING TO RECEIVE INPUT CONCERNING DISTRICT MAPS FOR CITY COUNCIL ELECTIONS DISTRICT BOUNDARIES AND THE SEQUENCING OF ELECTIONS - It is recommended that the City Council receive a report from National Demographics Corporation, concerning the draft maps proposed to date, as well as the process for obtaining public input on the draft maps of potential voting districts and potential election sequencing for a district-based election process pursuant to Elections Code § 10010; open a public hearing and invite members of the public to provide feedback on the draft maps and potential election sequencing presented; and close the public hearing when there is no more input from the public, and provide direction to the City's demographics consultant about any modifications to one or more proposed district maps and the potential election sequencing to implement the district based election system.

CALL TO ORDER 7:30 p.m.

INVOCATION: Reverend Dr. Paul Kim, Trinity United Methodist Church

PLEDGE OF ALLEGIANCE: Boy Scout Troop 140

ROLL CALL: Mayor Jeff Wood
Vice Mayor Steve Croft
Council Member Ariel Pe
Council Member Todd Rogers
Council Member Vicki Stuckey

ANNOUNCEMENTS AND PRESENTATIONS:

Presentation by Captain David Sprengel, Lakewood Sheriff's Station, Regarding Quarterly Public Safety Report

ROUTINE ITEMS:

All items listed within this section of the agenda are considered to be routine and will be enacted by one motion without separate discussion. Any Member of Council may request an item be removed for individual discussion or further explanation. All items removed shall be considered immediately following action on the remaining items.

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held October 12, 2021

RI-2 PERSONNEL TRANSACTIONS - Staff recommends City Council approve report of personnel transactions.

RI-3 REGISTERS OF DEMANDS - Staff recommends City Council approve registers of demands.

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ROUTINE ITEMS: - Continued

- RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council receive and file the report.
- RI-5 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - SEPTEMBER 2021 - Staff recommends City Council receive and file the report.
- RI-6 QUARTERLY SCHEDULE OF INVESTMENTS – SEPTEMBER 30, 2021 - Staff recommends City Council receive and file this report
- RI-7 PROPOSITION A TRANSIT FUND EXCHANGE AND ASSIGNMENT AGREEMENT - Staff recommends City Council approve the Proposition A Transit Fund Exchange and Assignment Agreement with the City of West Hollywood and authorize the City Manager and Director of Finance & Administrative Services to execute the agreement.
- RI-8 AUTHORIZATION FOR DESIGN SERVICES - WILL DAN ENGINEERING - MEDIAN ISLAND LANDSCAPE CONVERSION PROJECT - Staff recommends City Council authorize Willdan Engineering to provide design services in the amount of \$158,480 for the ARPA Median Landscape Project under their existing on-call agreement with the City, and authorize the City Manager to sign the proposal.
- RI-9 AMENDED CARETAKER MANAGEMENT CONTRACT FOR LAKEWOOD EQUESTRIAN CENTER - Staff recommends City Council approve the Caretaker Management Contract for Lakewood Equestrian Center with SJ Equestrian, LLC which will commence on November 1, 2021, and terminate on October 31, 2023, and authorize the Mayor to execute the contract subject to approval as to legal form by the City Attorney.

LEGISLATION:

- 2.1 SECOND READING AND ADOPTION OF ORDINANCE NO. 2021-4; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE MUNICIPAL CODE PERTAINING TO COMPENSATION OF MEMBERS OF THE CITY COUNCIL AND RESOLUTION NO. 2021-58; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD RELATING TO INCREASES IN CITY COUNCIL COMPENSATION - Staff recommends City Council adopt proposed ordinance and resolution.
- 2.2 SECOND READING AND ADOPTION OF ORDINANCE NO. 2021-5; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, CALIFORNIA, ADDING PART 5 TO CHAPTER 3 OF ARTICLE V OF THE LAKEWOOD MUNICIPAL CODE RELATING TO ORGANIC WASTE COLLECTION - Staff recommends City Council adopt proposed ordinance.

REPORTS:

- 3.1 QUARTERLY BUDGET REPORT OF MAJOR FUNDS AS OF SEPTEMBER 30, 2021 - Staff recommends City Council receive and file the report.

WRITTEN COMMUNICATIONS:

CORRESPONDENCE FROM THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT REGARDING APPOINTMENT OF CITY REPRESENTATIVE - Staff recommends City Council appoint City's representative to Greater Los Angeles County Vector Control District Board of Trustees.

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AGENDA LAKEWOOD HOUSING SUCCESSOR AGENCY

1. REGISTER OF DEMANDS - Staff recommends Housing Successor Agency approve registers of demands.

ORAL COMMUNICATIONS:

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you are a qualified individual with a disability and need an accommodation to participate in the City Council meeting, please contact the City Clerk's Office, 5050 Clark Avenue, Lakewood, CA, at 562/866-9771, ext. 2200; or at cityclerk@lakewoodcity.org at least 48 hours in advance to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

Agenda items are on file in the Office of the City Clerk, 5050 Clark Avenue, Lakewood, and are available for public review during regular business hours. Any supplemental material distributed after the posting of the agenda will be made available for public inspection during normal business hours in the City Clerk's Office. For your convenience, the agenda and the supporting documents are available in an alternate format by request and are also posted on the City's website at www.lakewoodcity.org

Adjourned

COUNCIL AGENDA

October 26, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Public Hearing to Receive Input Concerning District Maps for City Council Elections District Boundaries and the Sequencing of Elections

INTRODUCTION

On January 12, 2021, the City Council adopted Resolution No. 2021-2, outlining its intention to transition from at-large to district-based elections, specific steps it will undertake to facilitate the transition and an estimated timeframe for doing so. Pursuant to Elections Code section 10010, the City Council held public hearings on April 13, 2021, and April 27, 2021, to receive public input regarding the composition of the district maps. Draft district maps were released to the public on October 19, 2021. This is the first public hearing where the City Council will receive a report from the City's professional demographer, National Demographics Corporation (NDC), regarding all the draft maps and sequencing schedule as well as receive comments from the public.

STATEMENT OF FACTS

The City of Lakewood has undertaken a process of considering whether to transition from a system of at-large elections to a system of district elections for electing its Council Members. As of the date this staff report was published, the City has received one draft map from the public identifying proposed Council districts. Additionally, three draft maps were prepared by NDC. The public's map, along with the maps prepared by the demographer and summary tables are included as Attachment 1. Proposed election sequencing information is shown on each map in Attachment 1. These draft maps and the accompanying population and demographic data are available on the city's website at www.lakewoodcity.org/districtelections.

In addition to the public input received during the public hearings, the City must ensure compliance with the following State and Federally-mandated criteria:

Legal Requirements:

- Each council district shall contain a nearly equal population as required by law; and
- Each council district shall be drawn in a manner that complies with the Federal Voting Rights Act. No council district shall be drawn with race as the predominant factor in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.

In addition to the legal criteria, the City Council established optional criteria to be used in the development of the districts.

Traditional Districting Principles:

(numbering is for ease of reference and does not indicate priority)

1. Each council district shall consist of contiguous territory in as compact a form as possible.
2. Each council district shall respect communities of interest, such as school- and park-connected neighborhoods, rural or urban populations, city planning areas, social interests, agricultural, industrial or service industry interests, or other locally-recognized definitions of communities and neighborhoods, insofar as practicable.
3. Each council district border shall follow visible natural and man-made geographical and topographical features, follow visible natural and man-made features, including mountains, flat land, forest lands, highways, canals, etc., insofar as practicable.
4. Each council district shall respect the previous choices of voters by avoiding the creation of head-to-head contests between Council Members previously elected by the voters, insofar as this does not conflict with Federal or State Law.

Remaining Public Hearings Required

Pursuant to Elections Code section 10010, the City Council must hold at least two public hearings on the draft district maps before introducing an ordinance to formally adopt a district map and sequence of elections and transitioning to district-based elections. Tonight's public hearing is the first of the two public hearings, and the next public hearing is scheduled for November 9, 2021. All draft district maps must be available to the public seven days prior to consideration at a public hearing. If the City Council amends one of the draft district maps at one of the required public hearings, the revised district map must be available to the public seven days prior to the next public hearing. The deadline for members of the public to submit draft district maps prior to the November 9, 2021, public hearing will be by noon on October 29, 2021, so there is ample time to process the submissions and post to the City website to meet the seven-day posting requirement. Members of the public can submit maps to cityclerk@lakewoodcity.org or go to www.lakewoodcity.org/districtelections to find more information regarding draft district maps and the transition to district-based elections.

After the two required public hearings, the City Council may select a district map for implementation by introducing the proposed ordinance to change to a district election at the City Council meeting of November 9, 2021. The second reading and adoption of the ordinance is scheduled for November 16, 2021. However, if the City Council makes further changes to the district plan prior to the ordinance introduction, there will need to be an additional public hearing so the seven-day posting requirement can be satisfied.

RECOMMENDATION

It is recommended that the City Council:

- 1) Receive a report from National Demographics Corporation, concerning the draft maps proposed to date, as well as the process for obtaining public input on the draft maps of potential voting districts and potential election sequencing for a district-based election process pursuant to Elections Code § 10010;


Public Hearing to Receive Input Concerning District Maps

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2) Open a public hearing and invite members of the public to provide feedback on the draft maps and potential election sequencing presented; and

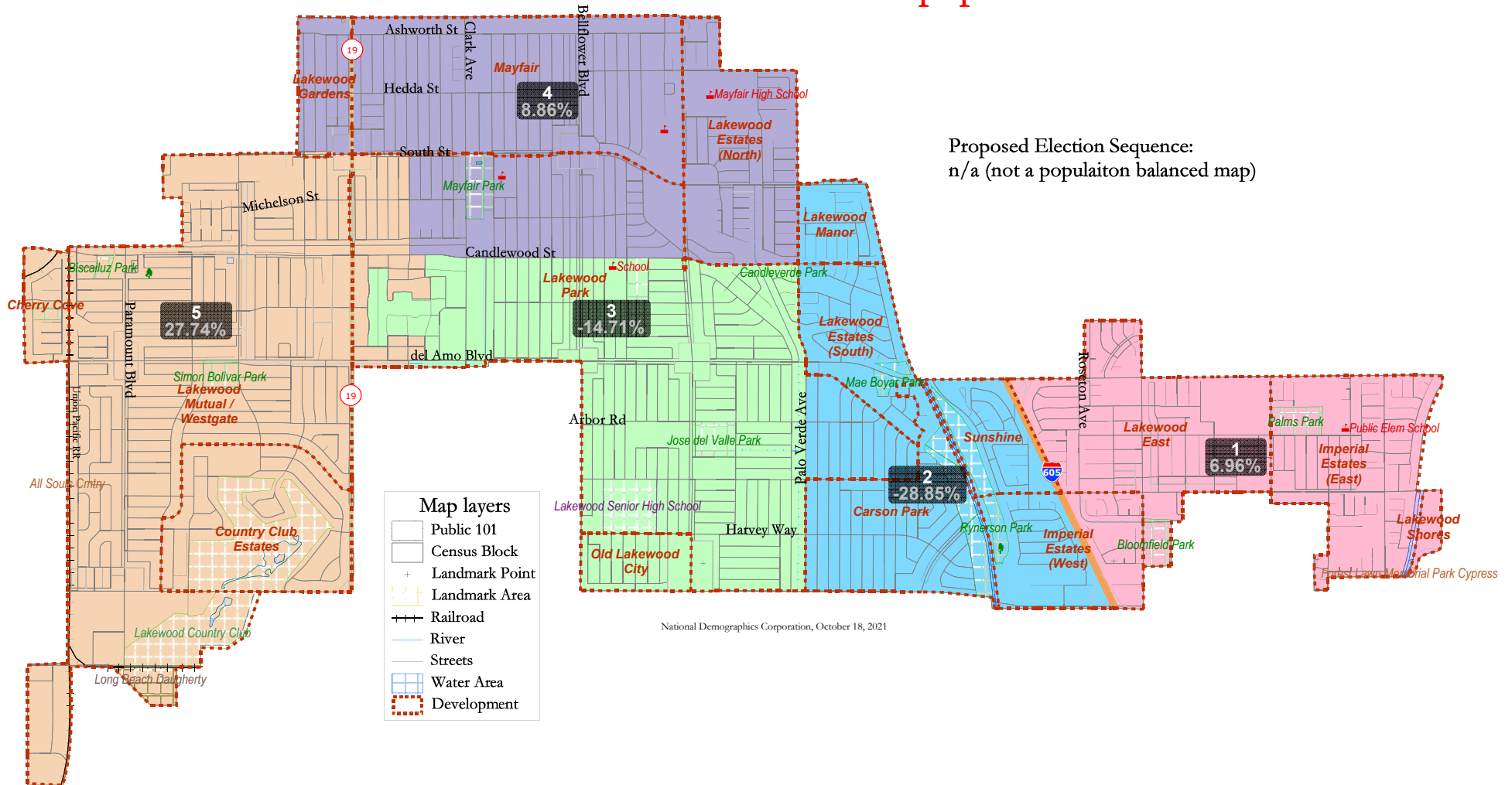
3) Close the public hearing when there is no more input from the public, and provide direction to the City's demographics consultant about any modifications to one or more proposed district maps and the potential election sequencing to implement the district based election system.



Thaddeus McCormack
City Manager

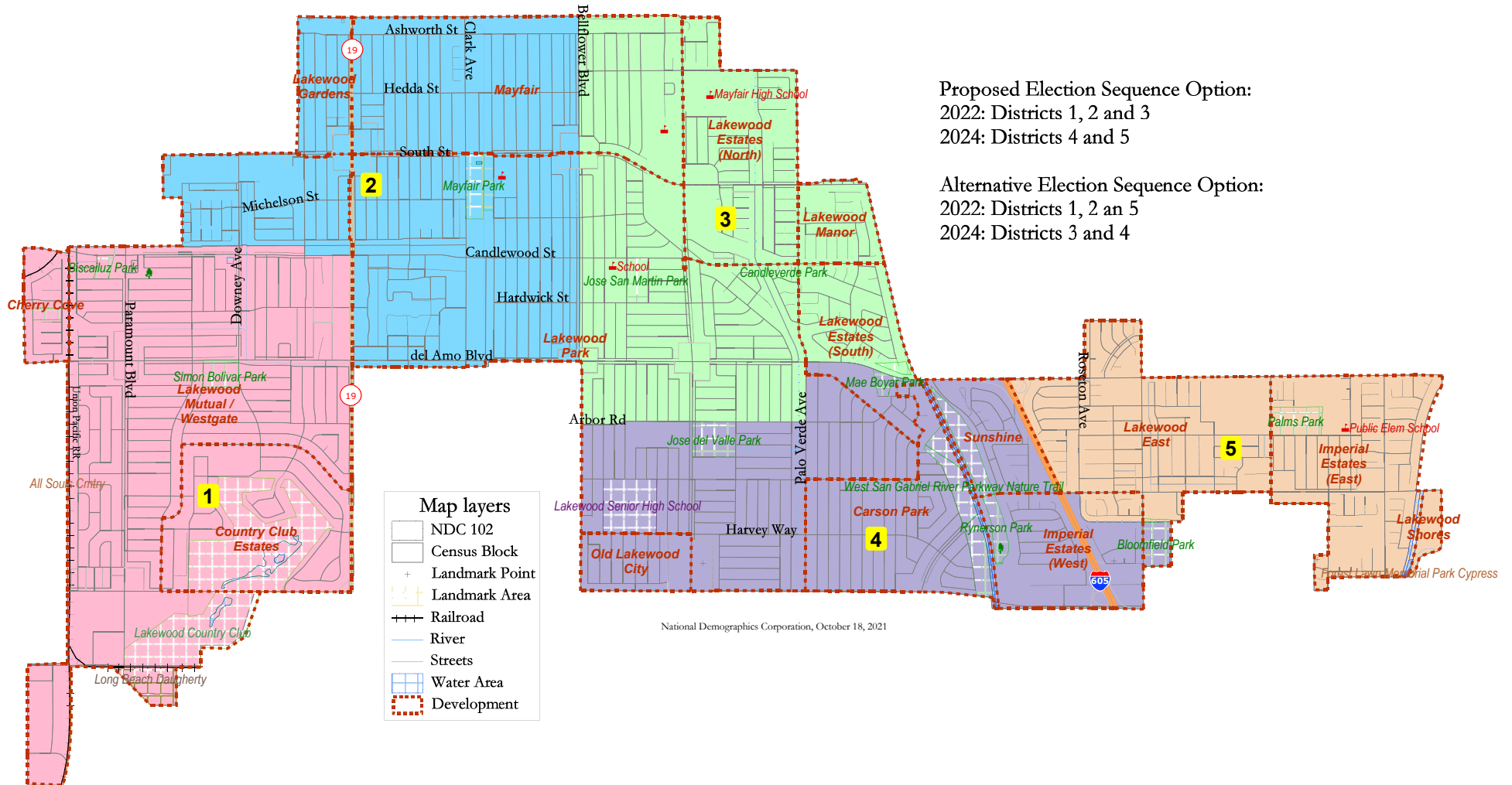
Public 101

Not population balanced.



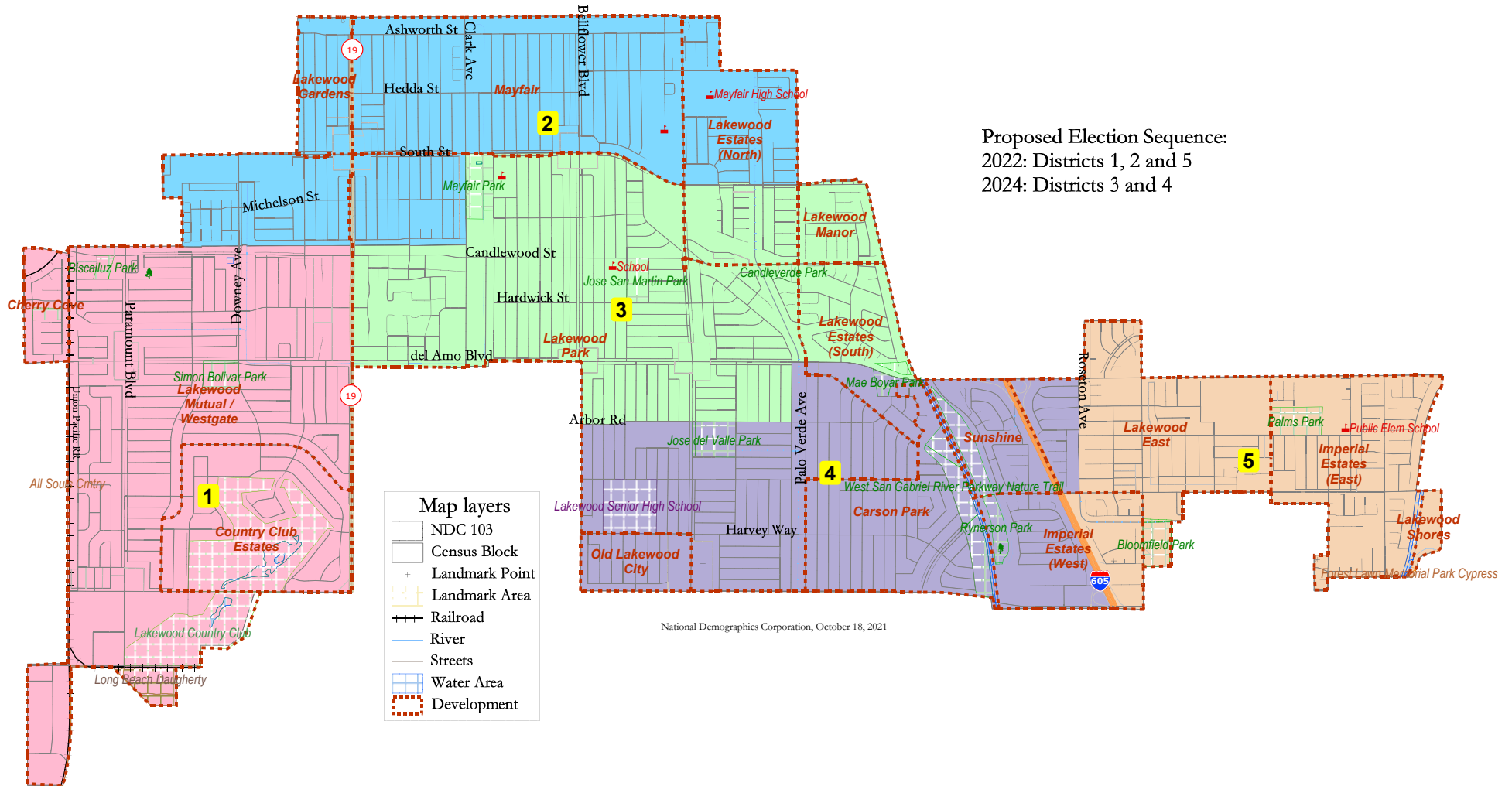
Public 101							
District		1	2	3	4	5	Total
	Total Pop	17,694	11,770	14,109	18,008	21,132	82,713
	Deviation from ideal	1,151	-4,773	-2,434	1,465	4,589	9,362
	% Deviation	6.96%	-28.85%	-14.71%	8.86%	27.74%	56.59%
Total Pop	% Hisp	43.7%	32%	34%	35%	32%	36%
	% NH White	13%	42%	45%	35%	29%	31%
	% NH Black	10%	5%	5%	8%	13%	9%
	% Asian-American	30%	15%	12%	18%	21%	20%
Citizen Voting Age Pop	Total	10,987	8,729	10,399	12,691	14,922	57,727
	% Hisp	36%	25%	27%	29%	27%	29%
	% NH White	22%	54%	56%	41%	36%	41%
	% NH Black	10%	6%	5%	9%	15%	9%
	% Asian/Pac.Isl.	30%	15%	11%	20%	21%	20%
Voter Registration (Nov 2020)	Total	9,832	8,468	10,246	12,256	14,709	55,511
	% Latino est.	43%	27%	28%	31%	29%	32%
	% Spanish-Surnamed	39%	25%	25%	29%	27%	29%
	% Asian-Surnamed	10%	4%	3%	4%	5%	5%
	% Filipino-Surnamed	5%	2%	2%	3%	4%	3%
	% NH White est.	31%	63%	63%	53%	45%	51%
	% NH Black	14%	6%	5%	9%	18%	11%
Voter Turnout (Nov 2020)	Total	7,078	6,957	8,440	9,811	11,655	43,941
	% Latino est.	43%	27%	27%	30%	29%	31%
	% Spanish-Surnamed	39%	25%	25%	28%	27%	28%
	% Asian-Surnamed	9%	4%	3%	4%	5%	5%
	% Filipino-Surnamed	5%	2%	2%	3%	4%	3%
	% NH White est.	32%	64%	64%	54%	46%	52%
	% NH Black	14%	5%	5%	9%	17%	11%
Voter Turnout (Nov 2018)	Total	4,254	4,860	5,956	6,672	7,986	29,728
	% Latino est.	40%	24%	24%	26%	25%	27%
	% Spanish-Surnamed	37%	22%	22%	25%	23%	25%
	% Asian-Surnamed	7%	3%	2%	3%	4%	4%
	% Filipino-Surnamed	4%	2%	1%	2%	3%	3%
	% NH White est.	36%	66%	67%	58%	50%	56%
	% NH Black est.	15%	5%	5%	10%	17%	11%
ACS Pop. Est.	Total	16,989	11,762	13,821	16,959	20,792	80,323
Age	age0-19	24%	25%	24%	24%	25%	24%
	age20-60	57%	56%	55%	57%	54%	56%
	age60plus	19%	19%	21%	19%	21%	20%
Immigration	immigrants	36%	15%	13%	18%	22%	22%
	naturalized	60%	69%	77%	76%	69%	68%
Language spoken at home	english	43%	77%	76%	68%	67%	65%
	spanish	31%	12%	16%	17%	18%	19%
	asian-lang	22%	9%	6%	13%	12%	13%
	other lang	4%	2%	2%	2%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	23%	6%	5%	7%	8%	10%
Education (among those age 25+)	hs-grad	47%	49%	53%	49%	46%	48%
	bachelor	21%	18%	21%	22%	23%	21%
	graduatedegree	6%	12%	10%	8%	10%	9%
Child in Household	child-under18	40%	38%	37%	36%	35%	37%
Pct of Pop. Age 16+	employed	67%	65%	67%	64%	66%	66%
Household Income	income 0-25k	16%	8%	8%	11%	10%	11%
	income 25-50k	18%	13%	10%	12%	15%	14%
	income 50-75k	16%	12%	15%	12%	14%	14%
	income 75-200k	46%	54%	55%	53%	53%	52%
	income 200k-plus	4%	13%	12%	11%	8%	9%
Housing Stats	single family	67%	93%	98%	91%	79%	84%
	multi-family	33%	7%	2%	9%	21%	16%
	rented	44%	19%	18%	24%	31%	28%
	owned	56%	81%	82%	76%	69%	72%
Total population data from the 2020 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

NDC 102



NDC 102							
District		1	2	3	4	5	Total
	Total Pop	17,155	16,129	16,538	16,214	16,677	82,713
	Deviation from ideal	612	-414	-5	-329	134	1,026
	% Deviation	3.70%	-2.50%	-0.03%	-1.99%	0.81%	6.20%
Total Pop	% Hisp	32.7%	36%	32%	34%	43%	36%
	% NH White	30%	32%	41%	42%	13%	31%
	% NH Black	14%	8%	6%	6%	10%	9%
	% Asian-American	20%	19%	17%	14%	31%	20%
Citizen Voting Age Pop	Total	11,972	11,227	12,503	11,607	10,418	57,727
	% Hisp	25%	31%	26%	27%	36%	29%
	% NH White	39%	39%	49%	52%	22%	41%
	% NH Black	16%	10%	6%	7%	10%	9%
	% Asian/Pac.Isl.	20%	19%	18%	13%	31%	20%
Voter Registration (Nov 2020)	Total	11,951	10,974	11,927	11,362	9,297	55,511
	% Latino est.	29%	33%	28%	28%	43%	32%
	% Spanish-Surnamed	26%	30%	26%	26%	39%	29%
	% Asian-Surnamed	5%	4%	4%	3%	10%	5%
	% Filipino-Surnamed	3%	3%	3%	2%	5%	3%
	% NH White est.	47%	49%	60%	62%	31%	51%
	% NH Black	18%	11%	6%	7%	14%	11%
Voter Turnout (Nov 2020)	Total	9,448	8,791	9,714	9,295	6,693	43,941
	% Latino est.	28%	33%	27%	27%	43%	31%
	% Spanish-Surnamed	26%	30%	25%	25%	39%	28%
	% Asian-Surnamed	5%	4%	4%	3%	10%	5%
	% Filipino-Surnamed	3%	3%	3%	2%	5%	3%
	% NH White est.	48%	49%	61%	63%	32%	52%
	% NH Black	17%	11%	6%	7%	14%	11%
Voter Turnout (Nov 2018)	Total	6,514	6,044	6,631	6,511	4,028	29,728
	% Latino est.	25%	29%	24%	24%	39%	27%
	% Spanish-Surnamed	23%	27%	22%	22%	36%	25%
	% Asian-Surnamed	4%	3%	3%	3%	8%	4%
	% Filipino-Surnamed	3%	3%	2%	2%	4%	3%
	% NH White est.	51%	53%	65%	66%	36%	56%
	% NH Black est.	17%	12%	6%	7%	14%	11%
ACS Pop. Est.	Total	16,757	15,158	16,476	15,933	15,999	80,323
Age	age0-19	26%	24%	23%	25%	24%	24%
	age20-60	54%	56%	56%	57%	57%	56%
	age60plus	20%	20%	21%	19%	19%	20%
Immigration	immigrants	21%	19%	16%	15%	37%	22%
	naturalized	68%	74%	80%	65%	60%	68%
Language spoken at home	english	70%	66%	73%	75%	43%	65%
	spanish	15%	21%	15%	15%	30%	19%
	asian-lang	12%	11%	10%	8%	23%	13%
	other lang	3%	2%	2%	1%	4%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	7%	10%	4%	8%	23%	10%
Education (among those age 25+)	hs-grad	47%	47%	52%	49%	47%	48%
	bachelor	24%	22%	18%	21%	22%	21%
	graduatedegree	10%	9%	11%	10%	6%	9%
Child in Household	child-under18	36%	35%	37%	38%	40%	37%
Pct of Pop. Age 16+	employed	66%	65%	66%	65%	67%	66%
Household Income	income 0-25k	9%	8%	12%	10%	16%	11%
	income 25-50k	14%	14%	12%	12%	18%	14%
	income 50-75k	14%	13%	12%	15%	15%	14%
	income 75-200k	54%	54%	53%	52%	46%	52%
	income 200k-plus	8%	11%	11%	11%	4%	9%
Housing Stats	single family	80%	91%	91%	93%	66%	84%
	multi-family	20%	9%	9%	7%	34%	16%
	rented	30%	24%	22%	20%	44%	28%
	owned	70%	76%	78%	80%	56%	72%
Total population data from the 2020 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

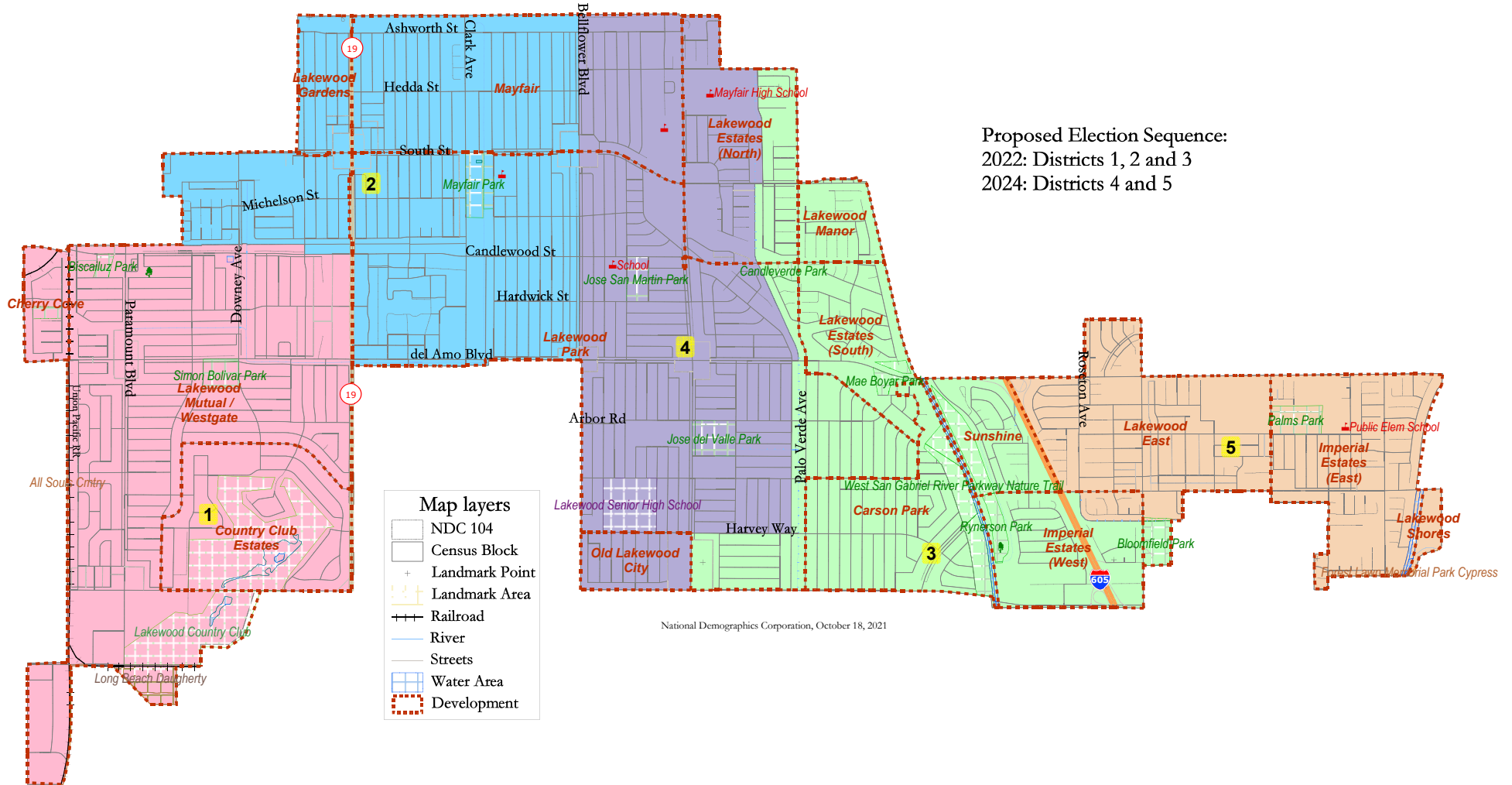
NDC 103



National Demographics Corporation, October 18, 2021

NDC 103							
District		1	2	3	4	5	Total
	Total Pop	17,288	16,716	15,701	16,485	16,523	82,713
	Deviation from ideal	745	173	-842	-58	-20	1,587
	% Deviation	4.50%	1.05%	-5.09%	-0.35%	-0.12%	9.59%
Total Pop	% Hisp	32.7%	35%	33%	34%	44%	36%
	% NH White	30%	31%	42%	42%	13%	31%
	% NH Black	14%	8%	6%	6%	10%	9%
	% Asian-American	20%	21%	15%	14%	30%	20%
Citizen Voting Age Pop	Total	12,060	12,134	11,454	11,882	10,197	57,727
	% Hisp	25%	31%	26%	27%	36%	29%
	% NH White	39%	36%	53%	51%	22%	41%
	% NH Black	16%	10%	6%	6%	10%	9%
	% Asian/Pac.Isl.	20%	22%	15%	15%	30%	20%
Voter Registration (Nov 2020)	Total	12,041	11,383	11,333	11,745	9,009	55,511
	% Latino est.	29%	33%	28%	28%	43%	32%
	% Spanish-Surnamed	26%	30%	26%	26%	39%	29%
	% Asian-Surnamed	5%	5%	4%	4%	10%	5%
	% Filipino-Surnamed	3%	4%	3%	2%	5%	3%
	% NH White est.	46%	48%	62%	62%	30%	51%
	% NH Black	18%	12%	6%	6%	15%	11%
Voter Turnout (Nov 2020)	Total	9,522	9,093	9,257	9,629	6,440	43,941
	% Latino est.	28%	32%	27%	27%	43%	31%
	% Spanish-Surnamed	26%	29%	25%	25%	39%	28%
	% Asian-Surnamed	5%	5%	3%	4%	9%	5%
	% Filipino-Surnamed	3%	4%	3%	2%	5%	3%
	% NH White est.	47%	49%	62%	62%	31%	52%
	% NH Black	17%	12%	5%	6%	15%	11%
Voter Turnout (Nov 2018)	Total	6,565	6,166	6,408	6,734	3,855	29,728
	% Latino est.	25%	28%	25%	24%	40%	27%
	% Spanish-Surnamed	23%	26%	23%	22%	37%	25%
	% Asian-Surnamed	4%	4%	2%	3%	8%	4%
	% Filipino-Surnamed	3%	3%	2%	2%	4%	3%
	% NH White est.	51%	53%	66%	66%	35%	56%
	% NH Black est.	17%	12%	6%	6%	15%	11%
ACS Pop. Est.	Total	16,896	16,362	15,055	16,218	15,792	80,323
Age	age0-19	26%	23%	24%	25%	24%	24%
	age20-60	54%	56%	55%	55%	58%	56%
	age60plus	20%	20%	22%	19%	18%	20%
Immigration	immigrants	21%	21%	14%	16%	36%	22%
	naturalized	68%	73%	84%	66%	59%	68%
Language spoken at home	english	70%	64%	75%	74%	43%	65%
	spanish	15%	21%	15%	15%	31%	19%
	asian-lang	12%	13%	8%	9%	22%	13%
	other lang	3%	3%	2%	1%	4%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	7%	9%	5%	8%	24%	10%
Education (among those age 25+)	hs-grad	47%	47%	53%	49%	46%	48%
	bachelor	24%	22%	19%	22%	21%	21%
	graduatedegree	10%	8%	11%	11%	6%	9%
Child in Household	child-under18	36%	34%	38%	38%	40%	37%
Pct of Pop. Age 16+	employed	66%	65%	65%	65%	67%	66%
Household Income	income 0-25k	9%	10%	9%	10%	17%	11%
	income 25-50k	14%	15%	11%	11%	19%	14%
	income 50-75k	15%	12%	12%	15%	16%	14%
	income 75-200k	54%	51%	57%	53%	45%	52%
	income 200k-plus	8%	11%	12%	11%	4%	9%
Housing Stats	single family	79%	89%	95%	93%	65%	84%
	multi-family	21%	11%	5%	7%	35%	16%
	rented	31%	25%	20%	19%	46%	28%
	owned	69%	75%	80%	81%	54%	72%
Total population data from the 2020 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

NDC 104



NDC 104							
District		1	2	3	4	5	Total
	Total Pop	17,155	16,129	15,900	16,852	16,677	82,713
	Deviation from ideal	612	-414	-643	309	134	1,255
	% Deviation	3.70%	-2.50%	-3.89%	1.87%	0.81%	7.59%
Total Pop	% Hisp	32.7%	36%	33%	33%	43%	36%
	% NH White	30%	32%	40%	42%	13%	31%
	% NH Black	14%	8%	6%	6%	10%	9%
	% Asian-American	20%	19%	16%	14%	31%	20%
Citizen Voting Age Pop	Total	11,972	11,227	11,488	12,622	10,418	57,727
	% Hisp	25%	31%	26%	27%	36%	29%
	% NH White	39%	39%	52%	49%	22%	41%
	% NH Black	16%	10%	6%	6%	10%	9%
	% Asian/Pac.Isl.	20%	19%	16%	16%	31%	20%
Voter Registration (Nov 2020)	Total	11,951	10,974	11,255	12,034	9,297	55,511
	% Latino est.	29%	33%	28%	28%	43%	32%
	% Spanish-Surnamed	26%	30%	26%	26%	39%	29%
	% Asian-Surnamed	5%	4%	4%	4%	10%	5%
	% Filipino-Surnamed	3%	3%	2%	3%	5%	3%
	% NH White est.	47%	49%	61%	61%	31%	51%
	% NH Black	18%	11%	6%	7%	14%	11%
Voter Turnout (Nov 2020)	Total	9,448	8,791	9,185	9,824	6,693	43,941
	% Latino est.	28%	33%	27%	27%	43%	31%
	% Spanish-Surnamed	26%	30%	25%	25%	39%	28%
	% Asian-Surnamed	5%	4%	4%	4%	10%	5%
	% Filipino-Surnamed	3%	3%	2%	2%	5%	3%
	% NH White est.	48%	49%	62%	61%	32%	52%
	% NH Black	17%	11%	6%	7%	14%	11%
Voter Turnout (Nov 2018)	Total	6,514	6,044	6,333	6,809	4,028	29,728
	% Latino est.	25%	29%	24%	24%	39%	27%
	% Spanish-Surnamed	23%	27%	22%	23%	36%	25%
	% Asian-Surnamed	4%	3%	3%	2%	8%	4%
	% Filipino-Surnamed	3%	3%	2%	2%	4%	3%
	% NH White est.	51%	53%	66%	65%	36%	56%
	% NH Black est.	17%	12%	6%	7%	14%	11%
ACS Pop. Est.	Total	16,757	15,158	15,768	16,641	15,999	80,323
Age	age0-19	26%	24%	25%	23%	24%	24%
	age20-60	54%	56%	56%	57%	57%	56%
	age60plus	20%	20%	20%	20%	19%	20%
Immigration	immigrants	21%	19%	16%	16%	37%	22%
	naturalized	68%	74%	68%	78%	60%	68%
Language spoken at home	english	70%	66%	75%	73%	43%	65%
	spanish	15%	21%	14%	16%	30%	19%
	asian-lang	12%	11%	9%	9%	23%	13%
	other lang	3%	2%	2%	2%	4%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	7%	10%	7%	5%	23%	10%
Education (among those age 25+)	hs-grad	47%	47%	50%	52%	47%	48%
	bachelor	24%	22%	19%	21%	22%	21%
	graduatedegree	10%	9%	11%	10%	6%	9%
Child in Household	child-under18	36%	35%	38%	36%	40%	37%
Pct of Pop. Age 16+	employed	66%	65%	64%	66%	67%	66%
Household Income	income 0-25k	9%	8%	10%	11%	16%	11%
	income 25-50k	14%	14%	13%	11%	18%	14%
	income 50-75k	14%	13%	12%	14%	15%	14%
	income 75-200k	54%	54%	52%	54%	46%	52%
	income 200k-plus	8%	11%	13%	10%	4%	9%
Housing Stats	single family	80%	91%	93%	91%	66%	84%
	multi-family	20%	9%	7%	9%	34%	16%
	rented	30%	24%	19%	23%	44%	28%
	owned	70%	76%	81%	77%	56%	72%
Total population data from the 2020 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

D I V I D E R S H E E T

Routine Items

Routine Item 1 – City Council Minutes
will be available prior to the meeting.

D I V I D E R S H E E T

COUNCIL AGENDA

October 26, 2021

TO: The Honorable Mayor and City Council**SUBJECT:** Report of Personnel Transactions

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES			
A. Appointments			
None			
B. Changes			
None			
C. Separations			
Daniel Dunavant	Park Manitenance Worker	10A	10/14/2021
2. PART-TIME EMPLOYEES			
A. Appointments			
Olivia Vasquez	Relief Telephone Op/Service Recep	B	10/05/2021
B. Changes			
Luis Gomez	Maintenance Trainee I	B to	10/03/2021
	Maintenance Trainee II	B	
Martine Ordonez Flores	Maintenance Services Aide II	B to	10/02/2021
	Maintenance Services Aide III	B	
Jessica Robledo	Community Services Leader II	B to	10/17/2021
	Community Services Leader III	B	
C. Separations			
None			


Thaddeus McCormack
City Manager

D I V I D E R S H E E T

**CITY OF LAKEWOOD
FUND SUMMARY 10/14/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 103945 through 104033. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	604,293.47
1020	CABLE TV	80.00
1030	CDBG CURRENT YEAR	3,199.58
1050	COMMUNITY FACILITY	16,147.64
1500	MISC-SPECIAL REVENUE FUND	8,582.50
1621	LA CNTY MEASURE R	124,472.09
1740	STATE PARK BOND ACT 2000	78,850.00
3070	PROPOSITION "C"	2,383.74
5020	CENTRAL STORES	579.25
5030	FLEET MAINTENANCE	76,399.02
7500	WATER UTILITY FUND	309,562.99
8020	LOCAL REHAB LOAN	5,250.00
8030	TRUST DEPOSIT	322.10
		<hr/>
		1,230,122.38

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
103945	10/08/2021	5577	EDEN USA. INCORPORATED	1,543.16	0.00	1,543.16
103946	10/14/2021	61142	ADAMS-HILLERY SHARRON	3,199.58	0.00	3,199.58
103947	10/14/2021	5264	ADVANTAGE MAILING. LLC	2,452.78	0.00	2,452.78
103948	10/14/2021	4644	AGRI-TURF DISTRIBUTING	780.54	0.00	780.54
103949	10/14/2021	2701	AIRE RITE A/C & REFRIGERATION INC	368.00	0.00	368.00
103950	10/14/2021	4684	AMAZON.COM LLC	235.81	0.00	235.81
103951	10/14/2021	4564	ARAMARK UNIFORM&CAREER APPAREL GRP	421.67	0.00	421.67
103952	10/14/2021	4126	AUTOZONE PARTS INC	16.36	0.00	16.36
103953	10/14/2021	4878	B.R. BREWER SIGN & GRAPHICS	2,924.38	0.00	2,924.38
103954	10/14/2021	4278	BEAR COMMUNICATIONS INC	762.46	0.00	762.46
103955	10/14/2021	5112	BELLFLOWER AUTOMOTIVE HECTOR	450.00	0.00	450.00
103956	10/14/2021	59748	BIG STUDIO INC	1,376.80	0.00	1,376.80
103957	10/14/2021	1025	C A C E O	200.00	0.00	200.00
103958	10/14/2021	307	CALIF. STATE DISBURSEMENT UNIT	1,147.10	0.00	1,147.10
103959	10/14/2021	53983	CALIF STATE FRANCHISE TAX BOARD	759.97	0.00	759.97
103960	10/14/2021	5029	CAMACHO. ANDREW	563.24	0.00	563.24
103961	10/14/2021	5382	CANNON CORPORATION	7,754.50	0.00	7,754.50
103962	10/14/2021	45894	CINTAS CORPORATION	70.03	0.00	70.03
103963	10/14/2021	57070	CITY LIGHT & POWER LKWD INC	4,095.00	0.00	4,095.00
103964	10/14/2021	64932	CJ CONCRETE CONSTRUCTION INC	124,472.09	0.00	124,472.09
103965	10/14/2021	5214	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG L	465.00	0.00	465.00
103966	10/14/2021	5368	CAMERON WELDING SUPPLY	184.14	0.00	184.14
103967	10/14/2021	4654	BRAGG INVESTMENT COMPANY. INC.	27.56	0.00	27.56
103968	10/14/2021	5008	COLOR CARD ADMINISTRATOR CORP.	37.54	0.00	37.54
103969	10/14/2021	42699	CROFT. STEVE	124.12	0.00	124.12
103970	10/14/2021	59607	DANGELO COMPANY	311.64	0.00	311.64
103971	10/14/2021	5583	DEARK E&C. INC.	78,850.00	0.00	78,850.00
103972	10/14/2021	27200	DICKSON R F CO INC	47,486.54	0.00	47,486.54
103973	10/14/2021	5340	DOXIM INC.	6,800.80	0.00	6,800.80
103974	10/14/2021	5542	ECONOMIC & PLANNING SYSTEMS INC.	8,582.50	0.00	8,582.50
103975	10/14/2021	5069	FACTORY GRAPHICS INC.	2,333.56	0.00	2,333.56
103976	10/14/2021	4435	ELLIOTT AUTO SUPPLY COMPANY INC	146.44	0.00	146.44
103977	10/14/2021	52316	FEDERAL EXPRESS CORP	35.25	0.00	35.25
103978	10/14/2021	4947	FILE KEEPERS. LLC	83.99	0.00	83.99
103979			VOID			
103980	10/14/2021	63519	FLUE STEAM INC	80.00	0.00	80.00
103981	10/14/2021	5343	GALLS PARENT HOLDINGS. LLC	90.53	0.00	90.53
103982	10/14/2021	5584	GLOBE GAS CORPORATION	47.35	0.00	47.35
103983	10/14/2021	33150	GRAINGER W W INC	70.71	0.00	70.71
103984	10/14/2021	5257	GRANITE TELECOMMUNICATIONS. LLC	85.08	0.00	85.08
103985	10/14/2021	4886	GROH. MARK LEE	200.00	0.00	200.00
103986	10/14/2021	35477	HARA M LAWNMOWER CENTER	805.01	0.00	805.01
103987	10/14/2021	42031	HOME DEPOT	2,171.21	0.00	2,171.21
103988	10/14/2021	4622	JHM SUPPLY INC	111.31	0.00	111.31

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
103989	10/14/2021	35690	KAPLAN, MATHEW R.	80.00	0.00	80.00
103990	10/14/2021	18550	LAKEWOOD, CITY OF	300.00	0.00	300.00
103991	10/14/2021	4783	LANDCARE HOLDINGS INC	7,807.92	0.00	7,807.92
103992	10/14/2021	55467	LAWSON PRODUCTS INC	445.23	0.00	445.23
103993	10/14/2021	3564	LONG BEACH, CITY OF	715.82	0.00	715.82
103994	10/14/2021	271	LOS ANGELES CO DEPT OF HEALTH SVCS	2,486.00	0.00	2,486.00
103995	10/14/2021	65773	MAYFLOWER DISTRIBUTING COMPANY	145.94	0.00	145.94
103996	10/14/2021	4443	O'REILLY AUTOMOTIVE STORES INC	1,012.86	0.00	1,012.86
103997	10/14/2021	47554	OFFICE DEPOT BUSINESS SVCS	199.16	0.00	199.16
103998	10/14/2021	3940	ORANGE COUNTY TANK TESTING INC	695.00	0.00	695.00
103999	10/14/2021	5595	PICKERING, HOWARD	82.01	0.00	82.01
104000	10/14/2021	5520	PMC ENGINEERING LLC	3,228.88	0.00	3,228.88
104001	10/14/2021	39640	RAYVERN LIGHTING SUPPLY CO INC	979.46	0.00	979.46
104002	10/14/2021	2044	RODRIGUEZ, EDIANNE	449.00	0.00	449.00
104003	10/14/2021	5379	SERVICEWEAR APPAREL INC.	116.26	0.00	116.26
104004	10/14/2021	26900	SO CALIF SECURITY CENTERS INC	13.23	0.00	13.23
104005	10/14/2021	36658	SOUTH COAST A.O.M.D.	1,723.26	0.00	1,723.26
104006	10/14/2021	47054	SOUTHEAST AREA ANIMAL CONTROL AUTH	268,915.00	0.00	268,915.00
104007	10/14/2021	29400	SOUTHERN CALIFORNIA EDISON CO	126,989.11	0.00	126,989.11
104008	10/14/2021	29500	SOUTHERN CALIFORNIA GAS CO	640.08	0.00	640.08
104009	10/14/2021	55947	STOVER SEED COMPANY	2,737.50	0.00	2,737.50
104010	10/14/2021	61237	STUCKEY, VICKI	147.48	0.00	147.48
104011	10/14/2021	56039	SULLY MILLER	384.44	0.00	384.44
104012	10/14/2021	5278	THE TECHNOLOGY DEPOT	1,039.25	0.00	1,039.25
104013	10/14/2021	5297	THURSTON ELEVATOR CONCEPTS, INC.	143.00	0.00	143.00
104014	10/14/2021	5591	TOP HAT BALLOON WERKS, LLC	944.92	0.00	944.92
104015	10/14/2021	64024	U S POSTAL SERVICE	4,553.64	0.00	4,553.64
104016	10/14/2021	5284	UNIFIRST CORPORATION	27.23	0.00	27.23
104017	10/14/2021	59074	UNITED RENTALS NORTHEAST INC	69,557.83	0.00	69,557.83
104018	10/14/2021	64652	CELLCO PARTNERSHIP	1,360.02	0.00	1,360.02
104019	10/14/2021	7400	WATER REPLENISHMENT DISTRICT OF	269,890.00	0.00	269,890.00
104020	10/14/2021	3943	WATERLINE TECHNOLOGIES INC	2,004.16	0.00	2,004.16
104021	10/14/2021	17640	WAXIE ENTERPRISES INC	336.45	0.00	336.45
104022	10/14/2021	40925	WEST COAST ARBORISTS INC	144,570.30	0.00	144,570.30
104023	10/14/2021	37745	WESTERN EXTERMINATOR CO	57.50	0.00	57.50
104024	10/14/2021	35146	WILLDAN ASSOCIATES	1,280.00	0.00	1,280.00
104025	10/14/2021	3699	CA COVID-19 RENT RELIEF PROGRAM	3,300.19	0.00	3,300.19
104026	10/14/2021	3699	D'AMICO, CHRISTINE	25.00	0.00	25.00
104027	10/14/2021	3699	DAVIS, CAROL	250.00	0.00	250.00
104028	10/14/2021	3699	GRIAR JR. GAUDENCIO	355.50	0.00	355.50
104029	10/14/2021	3699	LIEBO BUILDERS	947.30	0.00	947.30
104030	10/14/2021	3699	MARK GAMBOA CONSTRUCTION	5,250.00	0.00	5,250.00
104031	10/14/2021	3699	PEREZ, IRENE	250.00	0.00	250.00
104032	10/14/2021	3699	SALOMON, FIDEL	240.00	0.00	240.00

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
104033	10/14/2021	5575	RACOOSIN. BILL	722.70	0.00	722.70
Totals:				<u>1,230,122.38</u>	<u>0.00</u>	<u>1,230,122.38</u>

**CITY OF LAKEWOOD
FUND SUMMARY 10/21/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 104034 through 104130. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,633,641.82
1025	AMERICAN RESCUE PLAN	3,126.59
1050	COMMUNITY FACILITY	1,191.59
1336	STATE COPS GRANT	20,675.78
1622	LA CNTY MEASURE M	46,544.12
1623	LA CNTY MEASURE W	237,085.90
5010	GRAPHICS AND COPY CENTER	4,994.02
5020	CENTRAL STORES	1,317.36
5030	FLEET MAINTENANCE	9,138.48
7500	WATER UTILITY FUND	54,047.17
8030	TRUST DEPOSIT	950.00
		<hr/>
		2,012,712.83

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
104034	10/21/2021	5393	MARK. ADAM	1,361.88	0.00	1,361.88
104035	10/21/2021	4644	AGRI-TURF DISTRIBUTING	1,660.70	0.00	1,660.70
104036	10/21/2021	5131	ALLISON MECHANICAL. INC.	2,453.00	0.00	2,453.00
104037	10/21/2021	5179	ALS GROUP USA. CORP.	3,225.50	0.00	3,225.50
104038	10/21/2021	4684	AMAZON.COM LLC	439.77	0.00	439.77
104039	10/21/2021	36225	APT ASSN CALIFORNIA SOUTHERN CITIES	149.00	0.00	149.00
104040	10/21/2021	443	B&M LAWN AND GARDEN INC	58.67	0.00	58.67
104041	10/21/2021	66044	BENNETT-BOWEN & LIGHTHOUSE INC	140.98	0.00	140.98
104042	10/21/2021	1935	BREA. CITY OF	37,674.63	0.00	37,674.63
104043	10/21/2021	66457	BRENTAG PACIFIC INC	3,310.33	0.00	3,310.33
104044	10/21/2021	6600	CALIFORNIA STATE DEPT OF JUSTICE	192.00	0.00	192.00
104045	10/21/2021	5593	CARBON ACTIVATED CORPORATION	1,146.60	0.00	1,146.60
104046	10/21/2021	7500	CENTRAL BASIN MUNICIPAL WATER	6,000.00	0.00	6,000.00
104047	10/21/2021	45894	CINTAS CORPORATION	60.53	0.00	60.53
104048	10/21/2021	64932	CJ CONCRETE CONSTRUCTION INC	46,544.12	0.00	46,544.12
104049	10/21/2021	5008	COLOR CARD ADMINISTRATOR CORP.	37.54	0.00	37.54
104050	10/21/2021	4876	CREATE A PARTY INC.	7,171.95	0.00	7,171.95
104051	10/21/2021	4361	CN SCHOOL AND OFFICE SOLUTIONS INC	438.89	0.00	438.89
104052	10/21/2021	4680	DIAZ. ISABELLE	255.78	0.00	255.78
104053	10/21/2021	27200	DICKSON R F CO INC	3,051.02	0.00	3,051.02
104054	10/21/2021	3199	EDCO WASTE SERVICES LLC	453,725.89	0.00	453,725.89
104055	10/21/2021	3199	EDCO WASTE SERVICES LLC	8,871.48	0.00	8,871.48
104056	10/21/2021	5242	EEC ACOUISITION LLC	709.79	0.00	709.79
104057	10/21/2021	5590	EPIC SOLUTIONS WORLDWIDE. LLC	3,029.77	0.00	3,029.77
104058	10/21/2021	5157	INTERNATIONAL E-Z UP INC	3,126.59	0.00	3,126.59
104059	10/21/2021	3946	FERGUSON ENTERPRISES INC	1,354.24	0.00	1,354.24
104060	10/21/2021	4641	FONTELA. THAO	894.30	0.00	894.30
104061	10/21/2021	1542	FRENETTE. ROBIN	537.64	0.00	537.64
104062	10/21/2021	4822	LA GATEWAY REGION INTEGRATED RNL	234,545.90	0.00	234,545.90
104063	10/21/2021	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
104064	10/21/2021	33150	GRAINGER W W INC	856.27	0.00	856.27
104065	10/21/2021	38311	H & H NURSERY	86.41	0.00	86.41
104066	10/21/2021	65575	HAP'S AUTO PARTS	58.11	0.00	58.11
104067	10/21/2021	35477	HARA M LAWNMOWER CENTER	205.93	0.00	205.93
104068	10/21/2021	4872	HEATON. KATHRYN	32.50	0.00	32.50
104069	10/21/2021	34354	HI-WAY SAFETY RENTALS INC	880.00	0.00	880.00
104070	10/21/2021	42031	HOME DEPOT	694.48	0.00	694.48
104071	10/21/2021	36589	IMMEDIATE MEDICAL CARE	40.00	0.00	40.00
104072	10/21/2021	5558	INTERIOR DEMOLITION. INC	11,856.00	0.00	11,856.00
104073	10/21/2021	4622	JHM SUPPLY INC	439.47	0.00	439.47
104074	10/21/2021	4180	JONES RICHARD D. A PROF LAW CORP	292.50	0.00	292.50
104075	10/21/2021	5566	CLYDE. LISA	500.00	0.00	500.00
104076	10/21/2021	18300	LAKEWOOD CHAMBER OF COMMERCE	1,833.33	0.00	1,833.33
104077	10/21/2021	18300	LAKEWOOD CHAMBER OF COMMERCE	800.00	0.00	800.00

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
104078	10/21/2021	18550	LAKEWOOD. CITY OF	200.00	0.00	200.00
104079	10/21/2021	5597	LATINAS ART FOUNDATION	100.00	0.00	100.00
104080	10/21/2021	21600	LOS ANGELES CO SHERIFFS DEPT	1,029,319.33	0.00	1,029,319.33
104081	10/21/2021	23130	MC MASTER-CARR SUPPLY CO	311.50	0.00	311.50
104082	10/21/2021	4443	O'REILLY AUTOMOTIVE STORES INC	717.29	0.00	717.29
104083	10/21/2021	5203	OC VACUUM INC.	2,429.00	0.00	2,429.00
104084	10/21/2021	47554	OFFICE DEPOT BUSINESS SVCS	133.81	0.00	133.81
104085	10/21/2021	450	PACIFIC EH & S SERVICES INC	1,782.00	0.00	1,782.00
104086	10/21/2021	391	PAPER RECYCLING & SHREDDING SPECIALISTS	412.00	0.00	412.00
104087	10/21/2021	5360	PAYMENTUS CORPORATION	15,619.34	0.00	15,619.34
104088	10/21/2021	5532	CHEN. PATRICIA P.C.	2,775.00	0.00	2,775.00
104089	10/21/2021	66304	PE. ARIEL	118.32	0.00	118.32
104090	10/21/2021	63364	REEVES NORM HONDA	71.64	0.00	71.64
104091	10/21/2021	61056	ROGERS. TODD	119.48	0.00	119.48
104092	10/21/2021	45437	S & J SUPPLY CO	569.78	0.00	569.78
104093	10/21/2021	50796	S C P L R C	250.00	0.00	250.00
104094	10/21/2021	65297	S.T.E.A.M.	14,359.99	0.00	14,359.99
104095	10/21/2021	4309	SAFESHRED	25.00	0.00	25.00
104096	10/21/2021	4761	SANCHEZ. EUGENE	150.00	0.00	150.00
104097	10/21/2021	47141	STEARNS CONRAD & SCHMIDT CONSLT ENG	29,573.50	0.00	29,573.50
104098	10/21/2021	65712	SEDARU INC.	17,300.00	0.00	17,300.00
104099	10/21/2021	5044	SHARP ELECTRONICS CORPORATION	4,485.58	0.00	4,485.58
104100	10/21/2021	5230	SITEONE LANDSCAPE SUPPLY. LLC	414.52	0.00	414.52
104101	10/21/2021	52279	SMART & FINAL INC	33.72	0.00	33.72
104102	10/21/2021	29500	SOUTHERN CALIFORNIA GAS CO	443.97	0.00	443.97
104103	10/21/2021	4368	SPECIALTY TIRES LLC	291.81	0.00	291.81
104104	10/21/2021	49529	SPICERS PAPER INC	508.44	0.00	508.44
104105	10/21/2021	44104	STATE WATER RESOURCES CONTROL BOARD	160.00	0.00	160.00
104106	10/21/2021	5180	SUPERCO SPECIALTY PRODUCTS	481.80	0.00	481.80
104107	10/21/2021	52610	SWANK MOTION PICTURES INC	450.00	0.00	450.00
104108	10/21/2021	2372	TGIS CATERING SVCS INC	460.00	0.00	460.00
104109	10/21/2021	5278	THE TECHNOLOGY DEPOT	123.75	0.00	123.75
104110	10/21/2021	57989	U S BANK	4,800.00	0.00	4,800.00
104111	10/21/2021	5284	UNIFIRST CORPORATION	465.96	0.00	465.96
104112	10/21/2021	59074	UNITED RENTALS NORTHEAST INC	2,754.98	0.00	2,754.98
104113	10/21/2021	5598	WALSTON. JULIA	98.70	0.00	98.70
104114	10/21/2021	3943	WATERLINE TECHNOLOGIES INC	4,246.82	0.00	4,246.82
104115	10/21/2021	17640	WAXIE ENTERPRISES INC	537.62	0.00	537.62
104116	10/21/2021	40925	WEST COAST ARBORISTS INC	15,849.40	0.00	15,849.40
104117	10/21/2021	35146	WILLDAN ASSOCIATES	5,270.00	0.00	5,270.00
104118	10/21/2021	3837	WORTHINGTON FORD	7,149.15	0.00	7,149.15
104119	10/21/2021	2145	WYNN. LAKYN	39.00	0.00	39.00
104120	10/21/2021	3699	CANIZALES. KATIE	168.00	0.00	168.00
104121	10/21/2021	3699	CLARK-IGOUDIN	250.00	0.00	250.00

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
104122	10/21/2021	3699	CURRY, ERYION	250.00	0.00	250.00
104123	10/21/2021	3699	HUA FONG YNG WU	55.00	0.00	55.00
104124	10/21/2021	3699	MCKENZIE, EXODUS	210.00	0.00	210.00
104125	10/21/2021	3699	ROGERS, JOHN	210.12	0.00	210.12
104126	10/21/2021	3699	ROSON, NICO	250.00	0.00	250.00
104127	10/21/2021	3699	ULLOA, BRIANNA	250.00	0.00	250.00
104128	10/21/2021	3699	VALVERDE, PEDRO	250.00	0.00	250.00
104129	10/21/2021	3699	WOCHNER, LINDA	55.00	0.00	55.00
104130	10/21/2021	3699	WOOD, CHRISTOPHER	93.02	0.00	93.02
Totals:				<u>2,012,712.83</u>	<u>0.00</u>	<u>2,012,712.83</u>

DIVIDER SHEET

COUNCIL AGENDA

October 26, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Report of City Council Committees' Activities

INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committees: Measure L Citizen's Oversight, Park Development, and Environmental Management Committees.

STATEMENT OF FACT

On September 8, 2021, the Measure L Citizens Oversight Committee met and discussed:

Overview of FY 20-22 Budget Mid-Cycle Update

Staff provided a status report on the mid-point of the two-year budget cycle, which began in July 2020 and will continue through June 2022. The city's financial standing and outlook remains strong, notwithstanding the effects of the pandemic on the economy. It was explained that the passage of Measure L as well as the mix of resilient retail stores at our mall have greatly helped the city "weather the storm." Being a contract city has also helped the city to be more flexible and adaptable to evolving circumstances. These things all helped the city to recover from the pandemic faster than anticipated and to a greater extent than many other cities in the region.

Revisions to the Fiscal year 2021-22 budget included the addition of a multi-cultural event; an LASD traffic deputy; two part time employees to boost the illegal dumping response crew; replacement of a utility vehicle; provision of Hepatitis A inoculations for frontline staff; and program enhancements to assist with the implementation of State-mandated organics recycling.

Staff mentioned that General Fund revenues are higher than budgeted largely due to the economy outperforming projections. Conversely, departmental expenditures were lower than budgeted.

It was reported that the city is well positioned financially as the economy appears to be rebounding from the depths of the economic downturn. Notwithstanding that downturn, the city was able to maintain programs and services throughout the duration, as well as set aside funds for infrastructure improvements and long term needs.

Status of Capital Improvement Projects funded by Measure L

The Committee was reminded that the city has a huge amount (approx. \$33 million) of deferred maintenance to its facilities and infrastructure that built up through the years of structural deficit. It was emphasized that the passage of Measure L has allowed the city to uphold its promise to set aside \$3 million a year to help fund capital improvement. These funds compliment the other

restricted funds that the city receives for capital improvements, as well as any grant funds that the city is able to secure.

Slides of the various capital projects scheduled to commence over the next 18 months were shown, along with details and explanations for each project.

On Monday, September 20, 2021, the Park Development Committee met and discussed:

A report was presented regarding a proposed mini soccer pitch as proposed by Jalen Neal, a Lakewood resident and member of the Los Angeles Galaxy professional soccer club in Major League Soccer (MLS).

In August, Mr. Neal presented an opportunity to city staff to install a mini soccer pitch at a Lakewood park. Staff researched other cities and agencies who had entered into or had already installed a mini-pitch soccer system. The Mini-Pitch System™ Modular Sports Solution is sponsored by the United States Soccer Foundation (USSF), in collaboration with Musco Lighting. Mr. Neal's plan in bringing a mini-pitch to the City of Lakewood includes raising funds through his connections with Los Angeles Galaxy and in the community. He hopes to raise enough money and community support to make this a reality at a park in his hometown.

Staff's research suggests that the installation of the mini-pitch system will cost roughly \$240,000. The mini-pitch system includes sideboards, an acrylic surfacing and a lighting system, which allow participants to play soccer in an enclosed space for five-versus-five or seven-versus-seven competition.

In evaluating the requisite environmental conditions for the mini pitch, it was determined that Palms Park would be the best location, using one of the three basketball courts (the mini pitch needs to sit atop a hard/concrete surface). Staff would need to determine if the mini-pitch could be installed on top of the existing surface or if a new concrete slab needs to be poured to ensure a long lasting surface for this system.

The committee directed staff to organize a Park Development Committee meeting with Mr. Neal to further discuss his proposed plan for a mini-pitch system at a city park.

On Monday, October 4, 2021, the Park Development Committee reconvened:

The committee heard plans from Mr. Neal with regard to fund raising and program use at a possible mini-pitch in Lakewood.

Mr. Neal elaborated for the committee that he had indeed researched several possibilities to raise funds for the Mini-Pitch System™. He noted a few communities throughout the nation where specific corporate sponsors had committed funds in support of the USSF Mini-Pitch System™. He further noted that his agent and representative would likely support his fundraising efforts. In speaking with some of his teammates, Mr. Neal also noted that the MLS Players Association is supporting these ventures with their union members. Finally, he noted several other smaller

community outreach opportunities, as well as potential sponsors, which may be interested in branding their logo on the surface of the mini-pitch or along the sideboards. In further demonstrating his passion for this project and his community, he detailed several opportunities to run soccer clinics for youth, for which he would bring players from his organization to the City of Lakewood to engage young soccer players.

The committee directed staff to further refine cost estimates for a Mini-Pitch System™ at Palms Park, and continue conversations with Mr. Neal as to the viability of his fundraising plans. The Committee would like to receive follow up from staff in the near future so that a decision can be made as to whether or not the idea should be forwarded to the whole Council.

On October 4, 2021, the Environmental Management Committee met and discussed:

Draft ordinance for organic waste disposal

SB 1383 requires all jurisdictions to adopt an ordinance implementing Organics Waste Reduction regulations set forth by CalRecycle, as well as implementation of a food recovery program.

The law necessitates an increase to the level of services provided by EDCO to implement a comprehensive organics recycling program for both residential and commercial accounts, requiring EDCO to recycle the mixed collection of green waste and food waste. Previously, on June 8, 2021, Council authorized an amendment to the Agreement with EDCO to implement an organics collection and recycling program to account for the increased scope of an organics collection stream. On July 27, 2021, a Proposition 218 rate hearing was held to address the additional operating costs associated with the organics waste stream. Commercial rates went into effect on July 1, 2021, and the residential rate increase for the Organics Program will take effect on January 1, 2022.

Staff presented a draft ordinance adding Part 5, Organic Waste Collection, to Chapter 3, Garbage, Waste and Refuse Collections and Disposal, under Article 05 (V), Sanitation – Health, of the Lakewood Municipal Code to provide for the requirements of collection and recycling of food waste and green waste, and to ensure compliance by every Lakewood resident and business.

The Committee voted to recommend that the Ordinance be presented to the whole Council at a study session on Tuesday, October 12, 2021.

RECOMMENDATION

It is recommended that the City Council receive and file this report.


Thaddeus McCormack
City Manager

D I V I D E R S H E E T

COUNCIL AGENDA
October 26, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Monthly Report of Investment Transactions – September 2021

INTRODUCTION

In accordance with California Government Code Section 53607, the City Council has delegated to the City Treasurer the responsibility to invest or to reinvest funds, or to sell or exchange securities so purchased. The California Government Code Section 53607 requires that, if such responsibility has been delegated, then the Treasurer “shall make a monthly report of those transactions to the legislative body.” In compliance with this requirement, the Monthly Report of Investment Transactions is being rendered to be received and filed.

STATEMENT OF MONTHLY ACTIVITY

Date	Amount at Cost	Investment	Transaction	Rate*
01-Sep-21	\$ 106.15	CAMP	Interest	0.050%
01-Sep-21	2,000.00	BOND	Interest	5.000%
01-Sep-21	3,737.50	BOND	Interest	2.300%
01-Sep-21	0.83	MMF	Interest	0.050%
01-Sep-21	1,305.00	CORP	Interest	2.900%
03-Sep-21	7,000.00	CORP	Interest	4.000%
07-Sep-21	1,462.50	CORP	Interest	3.250%
08-Sep-21	1,041,216.03	TREAS	Purchase	1.625%
08-Sep-21	693.75	AGENCY	Interest	0.250%
09-Sep-21	84,943.90	CORP	Purchase	0.750%
10-Sep-21	34,977.25	CORP	Purchase	0.625%
15-Sep-21	37.63	ABS	Interest	0.430%
15-Sep-21	54.17	ABS	Interest	0.520%
15-Sep-21	34.38	ABS	Interest	0.550%
15-Sep-21	433.13	ABS	Interest	1.890%
15-Sep-21	36.67	ABS	Interest	0.400%
15-Sep-21	1,646.88	CORP	Interest	0.388%
15-Sep-21	17.00	ABS	Interest	0.340%
15-Sep-21	25.33	ABS	Interest	0.380%
15-Sep-21	112.29	ABS	Interest	0.550%
15-Sep-21	39.58	ABS	Interest	0.500%
15-Sep-21	51.33	ABS	Interest	0.440%
15-Sep-21	331.08	CORP	Interest	0.697%
16-Sep-21	500,000.00	LAIF	Maturity	0.240%
16-Sep-21	150.00	CORP	Interest	0.750%

Monthly Investment Transactions

October 26, 2021

Page 2

Date	Amount at Cost	Investment	Transaction	Rate*
18-Sep-21	\$ 50.88	ABS	Interest	0.370%
18-Sep-21	2,081.25	CORP	Interest	2.250%
19-Sep-21	20.00	ABS	Interest	0.500%
20-Sep-21	35.63	ABS	Interest	0.450%
20-Sep-21	78.33	ABS	Interest	0.470%
20-Sep-21	56.67	ABS	Interest	0.340%
20-Sep-21	684.38	AGENCY	Interest	0.375%
23-Sep-21	140,000.00	LAIF	Maturity	0.240%
23-Sep-21	384,715.10	SUPRA	Purchase	0.500%
23-Sep-21	22.96	ABS	Interest	0.290%
25-Sep-21	38.55	AGENCY	Interest	3.203%
25-Sep-21	32.00	ABS	Interest	0.480%
25-Sep-21	5,137.50	TREAS	Interest	1.500%
25-Sep-21	34.76	FNMA	Paydown	0.320%
27-Sep-21	219,952.90	ABS	Purchase	0.580%
29-Sep-21	154,896.02	TREAS	Purchase	0.250%
30-Sep-21	3,906.25	TREAS	Interest	2.125%
30-Sep-21	5,625.00	TREAS	Interest	1.500%
30-Sep-21	7.57	FNMA	Maturity	0.356%

* Rate shown for MMF, LAIF, and CAMP are distribution yields. All others are coupon rates.

INVESTMENT GLOSSARY

ABS (Asset-Backed Securities)

A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.

AGENCY (U.S. Government Agency Issues)

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no portfolio percentage limits for U. S. Government Agency issues.

BOND (Municipal Bonds or Note)

Registered treasury notes or bonds issued by states or municipalities, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.

CAMP (California Asset Management Program)

A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide an investment pool at a reasonable cost. Participation is limited to California public agencies.

CD (Certificate of Deposit)

Negotiable CDs are issued by large banks and are freely traded in secondary markets as short term (2 to 52 weeks), large denomination (\$100,000 minimum) CDs, that are either issued at a discount on its par value, or at a fixed interest rate payable at maturity.

COM (Commercial Paper)

Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization.

CORP (Corporate Notes)

Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States, or any state and operating within the United States.

FNMA (Federal National Mortgage Association)

A government-sponsored, privately owned corporation established to create a secondary market for Federal Housing Administration mortgages.

LAIF (Local Agency Investment Fund, State of California)

The Treasurer of the State of California administers this investment pool, providing a high-level of liquidity and strong safety through diversification of investments.

MMF (Money Market Fund)

This is a money market interest-bearing checking account that is fully insured and collateralized.

SUPRA (Supra-National Agency Bonds or Notes)

Supranational bonds and notes are debt of international or multi-lateral financial agencies. The debt is used to finance economic/infrastructure development, environmental protection, poverty reduction and renewable energy around the globe, rated AAA, highly liquid and issued in a range of maturities.

TREAS (U.S. Treasury Notes)

A Treasury obligation of the U.S. Government to provide for the cash flow needs of the Federal Government.

RECOMMENDATION

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of September 2021.

Jose Gomez



Director of Finance & Administrative Services

Thaddeus McCormack



City Manager

D I V I D E R S H E E T

COUNCIL AGENDA

October 26, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Quarterly Schedule of Investments – September 30, 2021

INTRODUCTION

The City invests idle funds in compliance with the California Government Code (CGC) and the City's investment policy, which the City Council last reviewed and approved in January 2021. The portfolio is highly-rated and well-diversified. While the portfolio is subject to the ebb and flow of market yield fluctuations, it is largely protected from the stock market volatility as the CGC and the City's investment policy narrowly define the authorized types of investments available. Additionally, City staff works closely with PFM Asset Management, LLC (PFM), the City's investment advisor, to seek out quality investments in proven sectors and keep investment allocations to any one issuer low as a percentage.

The City's investments summarized in this report are allocated to a variety of funds such as the General Fund, Water Utility Fund, Redevelopment Successor Agency Funds, Restricted Special Revenue Funds, and Fiduciary Funds.

The City's investment objectives, in order of priority, are safety, liquidity and yield. To meet these objectives, the City utilizes the following types of investments:

U.S. Treasury Notes

Treasury Obligations of the U.S. Government to provide for the cash flow needs of the Federal Government.

Federal Agency Bonds or Notes:

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This includes Collateralized Mortgage Obligations (CMOs).

- **FHLB (Federal Home Loan Bank Bonds)**
Bonds and discount notes issued by the Federal Home Loan Bank to provide funding to member institutions and make available money to the residential mortgage market.
- **FHLMC (Federal Home Loan Mortgage Corp)**
A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees and then re-sells the securities on the open market.
- **FNMA (Federal National Mortgage Association)**
A government-sponsored, privately owned corporation established to create a secondary market for Federal Housing Administration mortgages.

- **FFCB (Federal Farm Credit Bank)**

The Federal Farm Credit Bank is an independent agency of the U.S. Government that issues bonds and discount notes to provide short- and long-term credit and credit-related services to farmers, ranchers, rural homeowners, producers and harvesters.

Supra-National Agency Bonds or Notes

Supranational bonds and notes are debt of international or multi-lateral financial agencies. The debt is used to finance economic/infrastructure development, environmental protection, poverty reduction and renewable energy around the globe, rated AAA, highly liquid and issued in a range of maturities.

Negotiable Certificates of Deposit (CDs)

Negotiable CDs are issued by large banks and are freely traded in secondary markets as short term (2 to 52 weeks), large denomination (\$100,000 minimum) CDs, that are either issued at a discount on its par value, or at a fixed interest rate payable at maturity.

Municipal Bonds or Notes:

Registered treasury notes or bonds issued by states or municipalities, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.

Corporate Notes:

Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States, or any state and operating within the United States. Medium-term corporate notes shall be rated in a rating category of “A” or its equivalent or better.

Commercial Paper:

Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization.

Asset-Backed Securities:

A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond.

Pooled Funds:

- **LAIF (Local Agency Investment Fund, State of California)**

The Treasurer of the State of California administers this investment pool, providing a high-level of liquidity and strong safety through diversification of investments.

- **CAMP (California Asset Management Program)**

A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide professional investment services at a reasonable cost. Participation is limited to California public agencies.

- Los Angeles County Pool
This pool is very similar to LAIF. It is well-diversified, very liquid, and offers competitive yields.
- Money Market Fund (MMF)
This is a money market interest-bearing checking account that is fully insured and collateralized.

SUMMARY – Schedule of Investments as of September 30, 2021

MANAGED PORTFOLIO

Security Type	Market Value	% of Portfolio	% Change vs. 6/30/21	Permitted by Policy	In Compliance
U.S. Treasury Notes	\$18,235,497	46.1%	-1.0%	100%	Yes
Federal Agency	5,711,263	14.4%	-1.0%	100%	Yes
Federal Agency CMO	14,789	0.0%	-0.1%	100%	Yes
Municipal Bonds	2,124,681	5.4%	0.0%	100%	Yes
Supranationals	1,619,546	4.1%	1.0%	30%	Yes
Negotiable CDs	1,067,135	2.7%	-1.0%	30%	Yes
Corporate Notes	8,189,635	20.7%	0.9%	30%	Yes
Asset-Backed Securities	2,415,962	6.1%	1.2%	20%	Yes
Securities Sub-Total	\$39,378,508	99.5%			
Accrued Interest	120,360				
Money Market Fund	159,388	0.5%	0.0%	20%	Yes
Total Managed Portfolio	\$39,658,256	100%			

POOLED INVESTMENT ACCOUNTS

	Market Value
LAIF	\$37,265,128.01
CAMP	2,411,611.26
	\$39,676,739.27

BANK ACCOUNTS

	Balance
City – Checking	\$5,381,370.16
City Payroll	63,418.38
Successor Housing - Checking	1,512,082.24
	\$6,956,870.78


Funds held in reserve as required by debt issuance or non-agency funds - not available for City expenditures:

Successor Agency – Checking	F&M	\$1,329,859.16
Total Portfolio		\$87,621,725.21

STAFF RECOMMENDATION

It is recommended that the City Council receive and file this report.

Jose Gomez 
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager



D I V I D E R S H E E T

COUNCIL AGENDA

October 26, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Proposition A Transit Fund Exchange and Assignment Agreement

INTRODUCTION

As in past years, the City of Lakewood has surplus Proposition A (Prop A) Transit Funds that exceed current transportation-related operational needs and may be exchanged for General Fund monies. Conversely, the City of West Hollywood has transit-related needs beyond its available fund allocation and has again expressed interest in acquiring Prop A funds from the City of Lakewood. Fund exchanges are permitted by the agency providing the transit funds, the Los Angeles County Metropolitan Transportation Authority (METRO), and quite common among municipalities.

STATEMENT OF FACTS

Since 2010, the City has exchanged surplus funds annually with various cities in the region. For most of those years, the annual exchange has been with the City of West Hollywood where the City of Lakewood has provided \$1 million in Prop A funds for \$700,000 of General Fund monies from the City of West Hollywood. Effectively, the exchange rate is \$0.70 in General Fund monies for every one dollar in Prop A funds. This rate is consistent with other exchanges in the county. This year, the two cities have discussed the possibility of increasing the amount to be exchanged to \$2 million in Prop A funds for \$1,400,000 in General Fund monies. This opportunity presents itself as Lakewood has greater capacity to do so on a one-time basis without any impact on current or future year operational needs.

STAFF RECOMMENDATION

It is recommended that the City Council approve the Proposition A Transit Fund Exchange and Assignment Agreement with the City of West Hollywood, and authorize the City Manager and Director of Finance & Administrative Services to execute the Agreement.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

ASSIGNMENT AGREEMENT
PROPOSITION A LOCAL RETURN FUND EXCHANGE

This Assignment Agreement is made and entered into this 26th day of October, 2021, by the City of Lakewood, California and the 15th day of November, 2021 by the City of West Hollywood, California with respect to the following facts:

A. The City of West Hollywood provides two community shuttles, demand-response services as well as bus pass and on-call transportation subsidies to serve people with disabilities and the general public. Given the grave traffic congestion and parking problems of the City, West Hollywood is committed to reducing auto dependency by providing alternative modes of transportation. Adequate Proposition A Local Return funding for transit services is not available given the limited amount of West Hollywood's Local Return allocation and the needs of other priority transit projects in the City.

B. The City of Lakewood has uncommitted Proposition A Local Return funds which could be made available to West Hollywood to assist in providing the services discussed in Paragraph A of this Agreement. In exchange for the assignment by West Hollywood of the amount of its general funds indicated in Section 1 below, the City of Lakewood is willing to assign uncommitted Proposition A Local Return funds to West Hollywood for the purpose identified in Paragraph A.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Exchange. The City of Lakewood agrees to assign a total of \$2,000,000 of its Proposition A Local Return funds to West Hollywood. Out of the \$2,000,000, \$1,692,557 is from the City of Lakewood's FY 20/21 fund balance and the remaining \$307,443 is from the FY 21/22 allocation. In return, West Hollywood agrees to assign \$1,400,000 of its general funds to the City of Lakewood. The exchange rate is \$.70/\$1.00.

2. Consideration. The City of Lakewood shall assign the agreed upon Proposition A Local Return funds to West Hollywood in one lump-sum payment. West Hollywood shall assign the agreed upon general funds to the City of Lakewood in one lump-sum payment. The payments shall be due and payable upon execution of this Agreement, and upon approval by Los Angeles County Metropolitan Transportation Authority (LACMTA) of the City of West Hollywood's project description. Each payment shall be based on the exchange rate in accordance with the exchange rate described in Paragraph 1 (above).

3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.

4. Termination. Termination of this Agreement may be made by either party so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination.

5. Notice Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

A. Thaddeus McCormack
City Manager
City of Lakewood
5050 Clark Ave.
Lakewood, CA 90712

B. David Wilson
City Manager
City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069

6. Assurances

A. West Hollywood shall use the assigned Proposition A Local Return funds only for the purpose of providing the services discussed in Paragraph A of this Agreement and within the time limits specified in LA Metro's Proposition A Local Return Program Guidelines.

B. Concurrently with the execution of this Agreement, West Hollywood shall provide LAC Metro with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition A funds specified in the Guidelines regarding the use of the assigned Proposition A Local Return funds.

Assignment Agreement
City of Lakewood Approval: October 26, 2021
City of West Hollywood Approval: November 15, 2021

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the City of Lakewood on October 26, 2021 and by the City of West Hollywood on November 15, 2021.

CITY OF LAKEWOOD

CITY OF WEST HOLLYWOOD

BY

Jose Gomez, Director of Finance &
Administrative Services

BY:

Lorena Quijano, Director of
Finance and Technology Services

BY:

Thaddeus McCormack , City Manager

BY:

David Wilson, City Manager

ATTEST:

Jo Mayberry, City Clerk

BY:

Melissa Crowder, City Clerk

DIVIDER SHEET

COUNCIL AGENDA

October 26, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Authorization for Design Services - Willdan Engineering – Median Island Landscape Conversion Project

INTRODUCTION

The City of Lakewood received funding through the American Rescue Plan Act (ARPA) that can be used for city projects and programs. The City Council has designated the removal of concrete and asphalt from existing raised medians throughout the city and the installation of drought tolerant landscape and irrigation as a priority. This project will be done in various locations across the city and will both beautify the streets, save on the use of potable water, and increase permeability for the infiltration of rain and irrigation water.

STATEMENT OF FACT

The ARPA spending plan included an allocation of \$2,194,184 for the conversion of existing raised, impermeable medians currently paved with asphalt or concrete, to landscaped and irrigated medians. Willdan previously prepared the design plans for the re-landscaping of the raised side panels on Paramount Blvd. This new landscape design, installed between May and December, 2019, is beginning to mature and look very attractive. The landscape palette was prepared by Willdan's Landscape Architect, as part of the Median Landscape Master Plan prepared several years ago for the city. Since that time, we have used this drought tolerant landscape design for several major projects including Paramount Blvd, the Del Amo – Lakewood Blvd Intersection Project, and the future Lakewood Blvd. Corridor Project.

There will be one major difference between the design for Paramount Blvd and the new median project. Openings were cut into curbs along the Paramount Blvd. side panels to allow water to flow into the re-graded panels for infiltration of the water flowing in the gutter, however, this will not be done for the new project since the raised medians are positioned along the center crown of the street, and water drains away from the median curbs. The new median project will leave most of the curbs intact, and only the water that actually falls on the landscaped area will be infiltrated.

Staff proposes to utilize the services of Willdan through their on-call agreement with the city, for design, preparation of the plans and specs, and preparation of a construction estimate. Once the project has been bid, and staff is ready to recommend award, staff will seek an additional authorization for construction support for the project. Willdan provided a proposal in the amount of \$158,480 for their services with a fully detailed scope of work. They have estimated that the plans and specs should be ready for advertising in approximately six months, and we should be able to advertise for bids in April or May 2022.

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize Willdan Engineering to provide design services in the amount of \$158,480 for the ARPA Median Landscape Project under their existing on-call agreement with the City, and
2. Authorize the City Manager to sign the proposal.


Lisa Ann Rapp
Director of Public Works


Thaddeus McCormack
City Manager

October 20, 2021

Ms. Lisa Rapp
Director of Public Works
City of Lakewood
5050 N. Clark Avenue
Lakewood, CA 90712

Subject: Proposal to Provide Landscape Architectural Design Services for Roadway
Medians at Eleven Locations

Dear Ms. Rapp,

Willdan Engineering is pleased to submit this proposal for the preparation of landscape and irrigation construction drawings, specifications and estimate for roadway medians at eleven locations. The primary goal of this project is to replace the existing raised asphalt filled medians with landscaping at eight locations, and replace the existing raised asphalt filled median and landscaping at three locations.

PROJECT UNDERSTANDING

Currently, the eleven raised median islands are paved with asphalt (three locations have a combination of raised asphalt and trees, shrubs and groundcovers). The City would like to remove the asphalt and existing trees, shrubs and groundcover (where occurs) and replace with drought adaptive landscaping along with an efficient water-saving irrigation system. The planting palette will follow the guidelines set forth in the Citywide Landscape Master Plan and Standards for Medians to Drought Adaptive Landscaping. In addition, the maintenance walk in the medians will be decorative concrete paving. Furthermore, the finish grade in the medians will be inverted to allow natural precipitation and irrigation to remain in the median thus promoting percolation.

The locations of the median segments are as follows:

1. Del Amo Boulevard – From Mapes Avenue to Roseton Avenue (432-ft)
2. Studebaker Road – From Del Amo Boulevard to South of Del Amo Boulevard (63-ft)
3. Norwalk Boulevard East Side Panel – From 207th Street to 209th Street (832-ft)
4. Bloomfield Avenue – Vandemere Street Parkway (75-ft)
5. Del Amo Boulevard – From Verdura Avenue to Coke Avenue (717-ft)
6. Del Amo Boulevard – From Downey Avenue to Obispo Avenue (629-ft)
7. Del Amo Boulevard – From Obispo Avenue to Allred Street (773-ft)
8. Del Amo Boulevard – At Maybank Avenue (158-ft)
9. Del Amo Boulevard – At Deeboyar Avenue (345-ft)
10. Del Amo Boulevard – West of UPRR (208-ft)
11. Del Amo Boulevard – From UPRR to Clair Del Avenue (102-ft)

The new irrigation system will include weather sensing technology along with water saving devices such as a rain shut off and a high flow breakage monitoring capable of disabling the irrigation system during a rain event or pipe breakage.

There are three existing medians with landscaping and irrigation. Two of the locations will have the existing irrigation controllers (with 120v power supply) converted to new solar powered controllers. The third location has a solar powered irrigation controller and will be upgraded with a new solar powered controller. The remaining eight new medians with landscaping will all have solar powered irrigation controllers.

SCOPE OF WORK

Task 1: Project Management. Willdan will manage the implementation of the entire construction documentation package- from the research and data gathering phase through the award of bid phase. Additionally, other services include providing progress status updates, meetings, scheduling and project costs budgeting.

Task 2: Research and Data Gathering. Willdan will perform the necessary field research to identify above ground structures such as catch basins, light poles, and utilities/pull boxes. The field review will also identify potential design constraints and conflicts as well as observe the general site conditions. Willdan will research and verify available water source(s) and water pressures along with determining potential/existing electrical power sources for the automatic irrigation system. Furthermore, Willdan will send out notices of pending construction to utility companies (electrical, gas and water) that fall within the project limits boundaries and plot those utilities on the landscape construction plans for reference.

Task 3: Design. Following the research, data gathering and base sheet mapping, Willdan will prepare concept plans for each median location. The concepts plans will be prepared in Plan view at 20 scale. In addition, Willdan will prepare conceptual vignettes which address maintenance walk, planting palettes for trees, shrubs and groundcovers, and a photographic view simulation of the proposed ideas. The view simulation will be positioned at eye level and shall illustrate a before and after rendering at a specific locations that represents the general median landscape theme.

Willdan will submit the concept plans to City staff for review and comments. Upon the review and comments from the City, present updated concept plans for review and approval that addresses the City's comments.

Specific items that will be illustrated and addressed in the final concept plans are:

- Planting palette for trees, shrubs, and groundcovers, along with their respective locations.
- Low flow irrigation systems e.g., solar powered controllers, control valves, and low-flow dripline irrigation.

- Hardscape materials for the maintenance walk e.g., decorative integral color concrete, wash finish concrete.
- Grading and drainage design in accordance with storm water best management practices e.g., sump drains within each respective median.

Based on the accepted concept plans, Willdan will prepare a preliminary cost estimate. If the cost estimate exceeds the available funding, Willdan will make the necessary revisions/adjustments as required to meet the financial limitations of the City. All adjustments to the project scope will be presented to the City for review and acceptance. Once the City reviews and accepts the preliminary cost estimate, Willdan will proceed with the preparation of the construction documents.

Construction Documents. This task will be for the entire construction document package encompassing specific plans drawn to a measured scale. The package will include technical specifications with special provisions in “Green Book” format (Standard Specifications for Public Works Construction, latest edition), and final engineer’s estimate. The plans, specifications and estimate (PS&E) will be prepared and submitted to the City at three stages. The final 100 percent construction document package will be completed in a form sufficient for solicitation of competitive public bidding. The three stages are as follows:

Preliminary PS&E 30 Percent Submittal. Prepare and submit a set of plans incorporating the aspects of the accepted landscape concept plans. The design will incorporate any additional or updated information obtained after the acceptance of the concept plan. The construction plan set will include sheets such as title page, demolition, layout plan, irrigation plan, planting plan, detail sheets, materials callouts and construction notes.

Preliminary PS&E 90 Percent Submittal. Prepare and submit preliminary PS&E package consisting of plans and details, contract specifications, and an engineer’s estimate that incorporates the comments from the City at the 30 percent submittal.

Final PS&E Package 100 Percent Submittal. Following review of the 90 percent stage, adjust the PS&E to conform to plan check comments/requirements of the regulating parties/governing agencies. The final PS&E package will consist of plans and details, contract specifications and engineer’s estimate.

Task 4: Bidding Services. Willdan will assist the City with coordinating the printing of bid packages and advertisement of the project bid as well as participate in the evaluation of submitted bids. Additionally, Willdan will be available to respond to questions regarding the contract specifications, design drawings, or design issues raised during the bidding process. Furthermore, our services include completing a reference check on the low responsible bidder and provide recommendations of bids received.

EXCLUSIONS

1. Perform hazardous materials (aerially deposited lead, etc.) testing and related services.
2. Compaction testing or related services.
3. Agronomic soils testing.
4. Plan check, permit, or similar fees to governmental agencies.
5. CEQA preparation and processing.
6. Removal or treatment of hazardous materials encountered on or at the site.
7. SWPPP implementation, document preparation, monitoring, inspection, sampling, laboratory testing, permit fees and laboratory fees.

DELIVERABLES - Anticipated deliverables include the following:

1. Preliminary conceptual plans.
2. Final conceptual plans with associated sketches and cost estimates.
3. Progress construction drawings at 30% and 90% stages – (plans, specifications and preliminary engineer's estimate).
4. Final construction drawings at 100% stage - (plans, specifications and engineer's estimate).
5. Final submittal one set stamped and wet signed Mylar construction documents for Agency permits, specifications and engineer's estimate.
6. Prepare record drawings utilizing the contractor's as-built plans.

FEES

The following is a summary of fees to provide the services described within this proposal:

Task 1: Project Management

Scheduling and budgeting, construction documents
processing\$7,200.00

Task 2: Research and Data Gathering

Field visits, utility notices, base sheets preparation\$15,200.00

Task 3: Design

Preliminary concepts, construction drawings,
specifications and engineer's estimates.....\$129,180.00

Task 4: Bidding Services

Printing of plans, advertising, public bidding, respond to requests
for information and clarification, bids evaluations.....\$6,900.00

Total Not to Exceed Fee **\$158,480.00**

CONCLUSION

Thank you for this opportunity to be of service to the City of Lakewood. We recognize the importance of this project to the City and are committed to realizing its timely and successful completion. Should you have any questions or need further clarification on some points, please do not hesitate to call Mr. John Hidalgo at (562) 900-7151.

Respectfully Submitted,

WILLDAN ENGINEERING

A handwritten signature in black ink, appearing to read "John Hidalgo", with a stylized flourish at the end.

John Hidalgo, RLA
Principal Project Manager
Landscape Architectural Services

Approval and Authorization to Proceed by:

CITY OF LAKEWOOD

Signature

Date

D I V I D E R S H E E T

COUNCIL AGENDA

October 26, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Amended Caretaker Management Contract for Lakewood Equestrian Center

INTRODUCTION

Under the terms and conditions of the Caretaker Management Contract for Lakewood Equestrian Center, SJ Equestrian, LLC has managed the equestrian activities and boarding facilities for horses at the Lakewood Equestrian Center since November 1, 2020. The 19-acre facility operates seven days a week from dawn to dusk to serve the local equine community along with neighborhood youth groups. The equestrian center's primary functions are boarding and training horses and providing riding lessons. Through Pony Time, a private company, the equestrian center also offers a petting zoo, pony rides, camps, birthday parties and special events for families. Additionally, Shoestring City Ranch, an equine therapy program, helps abandoned horses and introduces youth to the technical and interpersonal skills needed to care for an animal.

From January 11, 2021 to May 3, 2021, the opportunity to serve as the long-term lessee for the Lakewood Equestrian Center was actively marketed to equestrian operators and trainers throughout the nation. Print and online advertisements were marketed locally through the Southern California Equine Association and nationally with the United States Equestrian Federation and American Quarter Horse Associations. Additionally, advertisements and notifications of the equestrian business opportunity were accompanied by a well-produced video showcasing the property and interviews with stakeholders. The result of this active recruitment did not bear any interested entities by the posted due date of May 3, 2021 at noon.

STATEMENT OF FACT

SJ Equestrian, LLC is currently under contract with the city through October 31, 2021 to operate and maintain the Lakewood Equestrian Center. During the current contract term, city staff conducted three safety and maintenance inspections of the Lakewood Equestrian Center and three evaluations of SJ Equestrian's performance serving as caretaker of the facility. All inspections and evaluations indicate that SJ Equestrian LLC is successfully working together with the city to create a safe, aesthetically pleasing, and educational equestrian facility for the community.

Sonya Jahn, owner and operator of SJ Equestrian, LLC, coordinated with city staff on several facility improvement projects including the installation of a new barn and customer service office for the petting zoo operation and the demolition of several older and dilapidated buildings and structures. Ms. Jahn also served on the Project Steering Committee to develop a master plan for the Lakewood Equestrian Center. The committee, which met several times over an 18-month period, provided expertise and guidance in the development of a workable land use plan which will serve as a guide for future facility improvements at the Lakewood Equestrian Center.

Over the course of the term, SJ Equestrian LLC made improvements to existing boarding stalls in the main horse barn on the property, creating the ability to increase the number of horses boarded on the property. Under Ms. Jahn's leadership, new directional signs, solar-powered lighting and security cameras have been purchased and installed throughout the property. Additionally, to further support the increase in boarded horses, SJ Equestrian LLC purchased and installed an additional round pen on the northwest end of the facility.

An amended caretaker management contract with SJ Equestrian, LLC would continue operation of the diverse equestrian activities and services offered at the Lakewood Equestrian Center. The amended terms to the existing agreement include the extension of the contract for two (2) additional years beginning November 1, 2021 through October 31, 2023; maintains the monthly contract fee to the city at eight percent (8%) of the caretaker's gross receipts; and creates the Lakewood Equestrian Center Capital Improvement Fund. Upon receipt of the monthly contract fee, the city shall set aside two percent (2%) of the caretaker's gross receipts to support major maintenance and capital improvements at the Lakewood Equestrian Center—provided that the city's external cost in support of providing equestrian uses, including horse boarding and equine activities at the Lakewood Equestrian Center, are fully recovered.

SUMMARY

Sonya Jahn, owner and operator of SJ Equestrian, LLC has demonstrated interest to continue as the caretaker for the Lakewood Equestrian Center. SJ Equestrian, LLC has been as a good partner with the city, serving as the caretaker of the Lakewood Equestrian Center since November 1, 2021. City staff will continue to conduct safety and maintenance inspections of the Lakewood Equestrian Center along with evaluations of SJ Equestrian's performance serving as caretaker of the facility.

RECOMMENDATION

Staff recommends that the City Council approve the Caretaker Management Contract for Lakewood Equestrian Center with SJ Equestrian, LLC which will commence on November 1, 2021 and terminate on October 31, 2023, and authorize the mayor and the city clerk to execute the contract subject to approval as to legal form by the city attorney.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
CARETAKER MANAGEMENT CONTRACT
FOR
LAKEWOOD EQUESTRIAN CENTER**

THIS CARETAKER MANAGEMENT CONTRACT (this "Agreement") is made and entered into this 26th day of October 2021, by and between the CITY OF LAKEWOOD, a municipal corporation, hereinafter referred to as "CITY", and SJ Equestrian, LLC, hereinafter referred to as "CARETAKER", with reference to the following facts:

- A. CITY is the owner of certain real property commonly known as 11369 East Carson Street, Lakewood, California, and more particularly described in Exhibit A attached hereto and made a part hereof as though set forth in full, referred to hereinafter as "Premises". Premises are currently commonly known as, and referred to hereinafter as, the "Lakewood Equestrian Center".
- B. The Lakewood City Council has heretofore authorized and approved this Agreement for the public purpose of managing and operating equestrian recreation uses including horse boarding and equine activities, all subject to the terms and provisions of this Agreement hereinafter set forth, and the Lakewood City Council has authorized the Mayor to execute this Agreement on behalf of CITY.
- C. This Agreement is not a lease of Premises, and has no real property interest or possessory interest value. The purpose of this Agreement is to provide caretaker services on an interim basis to operate and maintain Premises under the direction of CITY.
- D. The City Manager or his or her authorized representative shall represent CITY in the administration of any CITY functions required hereunder and in the supervision of the performance of this Agreement. The term "City Manager," as used in this Agreement, shall include and mean the City Manager and his or her authorized representative.

NOW, THEREFORE, CITY, for and in consideration of the performance of the covenants and agreements hereinafter contained, to be kept and performed by CARETAKER, and upon the following terms and conditions, hereby contracts with CARETAKER to manage and operate the Lakewood Equestrian Center, subject to the following terms and conditions:

1. Maintenance Obligation. CARETAKER shall be responsible for maintaining Premises, along with all fixtures, fences, corrals, and buildings located thereon, in accordance with the Schedule of Maintenance Obligations attached hereto as Exhibit C.
 - A. It is understood and agreed that CARETAKER, in connection with the Lakewood Equestrian Center, may use a portion of that certain adjoining and adjacent real property owned by the Southern California Edison Company, more particularly described in the License Agreement marked Exhibit D and made a part hereof as though set forth in full. That portion of said real property described in Exhibit D that CARETAKER will occupy and use during the Term (as that term is defined in Section 4, below) is generally described as that part thereof Southerly of the Los Angeles County Flood Control District Gridley Drain and shown by cross hatch marks on Exhibit D, attached hereto and made a part hereof. CITY represents that it has obtained from Southern California Edison Company a License Agreement to use that real property described therein and sometimes hereinafter referred to as the Edison right-of-way for horse riding and boarding stable purposes only. The parties hereto acknowledge and agree that CARETAKER may use the Edison right-of-way pursuant to the License Agreement with Southern California Edison as an agent of CITY. CARETAKER may use that portion of the Edison right-of-way shown on Exhibit D for horse stable purposes only and subject to the covenants, terms and conditions described in the License Agreement attached hereto as Exhibit D. CARETAKER further acknowledges that CITY'S right to use said Edison right-of-way or any part thereof under said License Agreement is subject to termination on December 31, 2025, or sooner on thirty (30) days written notice by the Southern California Edison Company to CITY. In the event the License Agreement is so terminated in whole or in part, at any time during the Term, CITY shall promptly notify CARETAKER in writing of any such termination of the License Agreement, and upon receipt of such notice from CITY, CARETAKER shall have the right, at its sole option, to terminate this Agreement.
 - B. CARETAKER shall perform, at CARETAKER'S own cost and expense, the required maintenance in accordance with the Schedule of Maintenance Obligations attached hereto as Exhibit C. No reimbursement from CITY may be made for such required maintenance and repairs, unless CITY agrees to such reimbursement prior to the performance of such maintenance or repair. Should CARETAKER fail, neglect or refuse to do so, CITY shall have the right, but not the obligation, to perform such maintenance or repairs on behalf of CARETAKER, and CARETAKER agrees to promptly reimburse CITY for the cost thereof, provided, however, that CITY shall first give CARETAKER thirty (30) days written notice of its intention to perform such maintenance. CITY shall not be obligated to make any repairs to or maintain any improvements at

Premises unless otherwise required by this Agreement.

- C. Beginning with the completion of the first three months of the contracted term, CARETAKER'S representative and CITY liaison shall perform a quarterly safety and maintenance inspection together and file quarterly reports with the City Manager or their authorized representative on the form attached hereto as EXHIBIT E.

2. Condition of Premises. CARETAKER acknowledges and agrees to accept Premises in its current condition. CARETAKER shall accept Premises to be provided by CITY in its presently existing "as is, where is" condition. Subject to the Schedule of Maintenance Obligations set forth in Section 1 and Exhibit C hereto, the parties agree that neither CITY nor CARETAKER has any obligation to make any alterations, additions or improvements to Premises as of the date hereof.

CITY makes no representation or warranty of any kind, express or implied, as to the suitability of Premises for the specified use. CARETAKER represents and warrants that it has independently made a full and thorough investigation and examination of Premises and that it is entering this Agreement relying upon facts ascertained from said independent investigation.

3. CARETAKER as Independent Contractor. It is expressly agreed that for all purposes pertaining to this Agreement, CARETAKER shall be an independent contractor, and is not an agent or employee of CITY. Except as otherwise expressly limited by other provisions of this Agreement, CARETAKER has and shall retain the right to exercise full control and supervision of the operation of the Lakewood Equestrian Center, and full control over the employment, direction, compensation and discharge of all persons assisting CARETAKER in the performance of its obligations pursuant to this Agreement.

Beginning with the completion of the first three months of the Term and pursuant to the standards listed in the CARETAKER Quarterly Evaluation Checklist attached hereto and labeled Exhibit F, CITY shall evaluate CARETAKER'S performance in meeting the terms and conditions required in this Agreement. CARETAKER'S Quarterly Evaluations will be completed throughout the Term providing City Manager with information and data necessary to determine if CARETAKER is in compliance with the terms and conditions of this Agreement. If the evaluation discovers CARETAKER is not in compliance, a notice to correct will be issued by CITY, which could lead to default and termination if not corrected. A copy of CITY'S completed report shall be provided to CARETAKER upon completion.

4. Term. This Agreement is for an initial term of two (2) years, commencing at 12:01 a.m. on the 1st day of November, 2021, and terminating at midnight on the 31st day of October, 2023 (the "Term"). The Term may be extended by the mutual agreement in writing signed by both CITY and CARETAKER.

During the Term, or any extension thereof, CARETAKER is not required to initiate or perform any capital improvements on Premises, except as provided herein.

At least 90 days prior to the expiration of the Term, the parties shall meet and confer as to whether or not both parties wish to extend the Term. If both parties wish to extend the Term, the parties agree to negotiate the terms of such extension in good faith. Both parties retain the complete discretion to allow this Agreement to expire at the end of the Term, without any extension.

5. CARETAKER Facility Contract Fee.

- A. Each month, CARETAKER shall pay to CITY a Facility Contract Fee. The term "Facility Contract Fee", as it is used herein, shall mean the amount equal to eight percent (8%) of CARETAKER'S Gross Receipts (defined in Section 5.C, below) per month.
- B. CITY shall pay into the "Lakewood Equestrian Center Capital Improvement Fund" the sum equal to two percent (2%) of CARETAKER'S Gross Receipts. Throughout the Term, CITY shall maintain custody of these funds in a separate trust account designated as Lakewood Equestrian Center Capital Improvement Fund and maintain adequate records thereof.

The Lakewood Equestrian Center Capital Improvement Fund is intended to support major maintenance and capital improvements to the facility. Capital improvements may include, but are not limited to, the improvement of existing structures or fixed assets as well as alterations, additions, or replacement of permanent amenities fixed to the Premises. CITY and CARETAKER shall mutually agree upon capital improvement projects for which these funds may be encumbered, on a quarterly basis and at that time and place of the routinely scheduled CARETAKER's Quarterly Evaluation and Quarterly Safety and Maintenance Inspection. CARETAKER acknowledges that it possess no right, title or interest in these funds other than to help administrate capital improvements pursuant to this Section. If CARETAKER uses its own labor for any agreed upon projects, payment for such labor for the purpose of this section must be preapproved by CITY. Because these funds are considered public funds, all work performed using these funds must pay the California prevailing wage rate and adhere to the California Public Contract Code. Any interest accrued in this account will be added to the account and be available to use as stated.

CITY reserves right to recover funds from Lakewood Equestrian Center Capital Improvement Fund if CITY'S external cost in support of providing public equestrian recreation uses, including horse boarding and equine activities at the Lakewood Equestrian Center, exceed six percent (6%) of

CARETAKER'S Gross Receipts. CITY'S external costs include, but is not limited to, the annual payment to Southern California Edison Company for the contracted use of their property; contracted skills trade work; equipment rental; materials and supplies; utility services for potable water, reclaimed water, refuse waste and recycling removal; and any property taxes assessed a result of CARETAKER'S operation. If CITY needs to recover funds from the Lakewood Equestrian Center Capital Improvement Fund, CITY shall only retain that amount necessary to cover the shortfall between the six percent (6%) of CARETAKER'S Gross Receipts and the CITY'S external expenses.

- C. Gross Receipts. The term "Gross Receipts" as it is used herein shall mean all gross income received by CARETAKER from boarding operations, third party contracts (expressly excluding third party contracts with the trainers), facility rentals for parties or weddings, all food and vending sales, filming on Premises, temporary boarding, and any other activity for which fees are charged or revenue is received by CARETAKER for services rendered by CARETAKER in connection with this Agreement. The Gross Receipts shall include cash and credit, and shall be reported monthly in the form of the Monthly Gross Revenue Report attached hereto as Exhibit G. Gross Receipts shall not include the amount of any tax on sales where such taxes are added to the selling price, stated separately, and paid by CARETAKER'S customers, and remitted directly to the taxing authorities by CARETAKER.
- i. CARETAKER will maintain detailed records regarding Gross Receipts that show date, name of participants, and amount collected. CARETAKER shall also maintain a comprehensive calendar of events for Premises. CARETAKER may provide the records required to be maintained pursuant to this Section 5.B.i as back up to CARETAKER'S monthly report of Gross Receipts, as required in Section 5.B.
 - ii. Sales of CARETAKER'S assets, such as equipment, will not be considered part of Gross Receipts. In addition, boarder reimbursement for actual costs or services, such as veterinarian fees or tack purchases, should not be included in Gross Receipts.
 - iii. Use of horses owned by boarders for program purposes, whereby CARETAKER provides a rent credit or reduced boarding rent to the boarder for use of their private horse in CARETAKER'S programs, activities, or events, shall be reported in the backup records required in Section 5.B.i and provided to CITY as required in Section 5.B. This record shall indicate the full rent due for the month less any credit or reduction granted by CARETAKER. The Gross Receipts shall be calculated on the amount of rent collected

by CARETAKER, and any rent credit or reduced rent granted shall not be included in the calculation of Gross Receipts or the Facility Contract Fee.

- iv. For boarding units whereby CARETAKER gives reduced rent to trainers or instructors in exchange for in-kind services (such as teaching or performing maintenance or security functions) the reduced rent shall be the amount of income reported in CARETAKER'S Gross Receipts.

- D. Payment. On or before the 15th day of each month, CARETAKER shall provide the Monthly Gross Revenue Report and the Facility Contract Fee due and owing for the prior calendar month. In event the 15th falls on a non-business day for CITY, such payment shall be due the next business day.

The Monthly Gross Revenue Report and Facility Contract Fee shall be delivered to:

City Hall
5050 Clark Avenue, Lakewood, CA 90712
Attn: Recreation and Community Services Department

Or such other place as CITY may designate in writing from time to time.

- E. Late Charge. If any installment of the Facility Contract Fee due from CARETAKER is not received by CITY within five (5) days after the date such fee becomes due, CARETAKER shall pay a late fee of One Percent (1%) of the outstanding amount then due. If any amounts due and owing pursuant to this Agreement are not paid within fifteen (15) days after written demand therefor, such outstanding fees shall bear interest on the amount due at the rate of ten percent (10%) per annum, or the maximum legal rate, whichever is less. CARETAKER shall not be liable for a late charge where payments are late due to force majeure or other circumstances beyond CARETAKER'S reasonable control, including, but not limited to, local, state, or federal governmental order or regulation.
6. Utilities. CARETAKER shall be responsible for the payment when due and owing of all charges for the care and maintenance of its operations on the Lakewood Equestrian Center, including refuse waste and recycling removal, manure removal, gas, potable water, electricity, telephone, cable, and internet supplied to Premises during the Term hereof. During the Term of this Agreement, CITY shall provide recycled water for use on Premises as well as landscape and tree maintenance throughout Premises. Notwithstanding the foregoing, CITY shall provide a water truck and potable water for filling the water truck to provide water service to Premises.

7. Operation of Premises. CARETAKER will develop, provide, operate and maintain at Premises an equestrian center, including a boarding program, training, riding and exhibition of horses for the general public, as more particularly described in Proposed Programs and Activities List hereto attached as Exhibit H and made a part hereof as though set forth in full. CARETAKER acknowledges and agrees that the operation of Premises as described in this Section 7 and in Exhibit H are performed for the purpose of carrying out CITY'S public park and recreation mission.
- A. CARETAKER will conduct its business at Premises in the name "Lakewood Equestrian Center", and no other trade name or business designation shall be used by CARETAKER without the written consent of CITY, such consent not to be unreasonably withheld, conditioned, or delayed.
 - B. Notwithstanding Section 7.A., above, third party subcontractors or entities that are not owned or operated by CARETAKER and that operate at Premises may use whatever trade name or business designation they choose, and may advertise under such trade name or business designation on or off Premises.
 - C. CARETAKER shall conduct its activities in a safe and professional manner and in accordance with all applicable laws and ordinances, including all applicable local and state COVID-19 prevention protocols.
 - D. CARETAKER shall furnish prompt, courteous, efficient and inoffensive quality services to meet the reasonable demands of the public in using Premises. CARETAKER shall furnish all authorized and/or required services pursuant to this Agreement on a fair, equal and nondiscriminatory basis to all members of the general public. In this regard, CARETAKER shall control and be held responsible for the conduct, demeanor and appearance of its officers, agents, employees, representatives, contractors and others while doing business in or about Premises. Upon reasonable objection from CITY concerning the conduct, demeanor or appearance of such persons, CARETAKER shall immediately take all actions necessary to remove the cause of the objection
 - E. The Lakewood Equestrian Center is to be opened daily, offering hours of operation consistent with a public equestrian center and sufficient for the operation of a full service equestrian center. The Lakewood Equestrian Center is to be open daily to owners of horses boarded at Premises and/or their agents and trainers who are authorized by CARETAKER to operate on Premises, without restriction, except in the case of an emergency or pursuant to a government order. Notwithstanding the foregoing, it is agreed that Premises shall be open to the general public, at least between the hours of sunrise and sunset on each day of the week, exclusive of

Thanksgiving, Christmas Eve and Christmas Day, unless agreed otherwise by CITY in writing. Nothing in this Agreement shall require CARETAKER to keep Premises open to any member of the general public in the event of an emergency or pursuant to government order for closure, shutdown, and/or shelter in place. CARETAKER shall have the right to refuse access to Premises to any member of the general public who, in CARETAKER'S sole opinion, potentially poses a threat to Premises, the personal property of CARETAKER or others located on Premises (including horses and other animals), and/or other persons on Premises, and/or whose presence would conflict with the terms of this Agreement.

- F. CARETAKER will make reasonable access accommodations and comply with the intent of CITY, County, State and Federal laws, including, but not limited to, the Americans with Disabilities Act (ADA).
- G. CARETAKER shall not use Premises in any manner that will constitute a waste, nuisance, or unreasonable annoyance, including without limitation, the use of amplified noise, or light apparatus that can be seen or heard outside Premises to the reasonable annoyance of the owners or occupants of adjacent properties, or to CITY.
- H. CARETAKER shall not permit any person to reside on Premises without CITY'S written permission.
- I. CARETAKER shall not damage or cause waste to any building or structure, and shall not operate machinery or other appliance upon Premises that will injure, vibrate or shake the property, or cause a nuisance, unless otherwise approved by CITY in writing. Notwithstanding anything herein to the contrary, CARETAKER shall have the right to move, alter, or relocate fences and corrals as necessary in case of emergency without the necessity of obtaining consent of CITY.
- J. Other or additional activities, including organized special events, by CARETAKER shall require the prior written consent of CITY, such consent not to be unreasonably withheld, conditioned, or delayed. CITY shall process CARETAKER'S requests in a timely manner, subject to established CITY approval processes, and shall endeavor to expedite such requests to the extent possible.
- K. CARETAKER shall not permit the long-term outdoor storage of privately owned personal property not associated with the care, maintenance, and/or use of horses or equine facility operations on Premises.
- L. CARETAKER shall not occupy or use for storage those areas on Premises where the residential house, management office building and hay barn were previously located and have been demolished.

- M. CARETAKER'S business property stored on Premises shall be listed on record with CITY on Exhibit I. CARETAKER shall inform CITY in writing of its business property and upon notification CITY shall update Exhibit I accordingly providing a documented record of CARETAKER'S business property.
 - N. CITY maintains a website with a webpage titled Lakewood Equestrian Center that it will update with CARETAKER throughout the Term. Should CARETAKER require the website to be updated with information on services, events, rates, and other information the public would need to know about programs and activities available, the parties shall work together in good faith to update the website. Notwithstanding the foregoing, unless good cause is shown, CARETAKER shall not be entitled to more than one update per month.
 - O. CARETAKER shall maintain one or more bulletin boards for posting notices, hours of operation, fees, safety regulations, information about activities at Premises. CARETAKER may distribute pamphlets or brochures describing the services and activities available at Premises. All promotional materials shall contain the reference "Lakewood Equestrian Center".
8. CITY Equipment. CITY shall lease CARETAKER a 2,000 gallon water truck (the "Water Truck") and a John Deere Tractor (the "Tractor") along with a rake attachment and front loader (collectively and, together with the Water Truck and the Tractor, the "City Equipment") to be used on Premises. For the duration of the Term, CITY shall receive as rent for City Equipment the amount of \$1 due from CARETAKER on Effective Date of this Agreement.

At no cost to CARETAKER, CITY shall provide use of the city-owned hay barn and outdoor temporary shade structure located on Premises. The hay barn is to be used to store hay and feed for the horses and the equipment and supplies CARETAKER needs for facility operation. The outdoor temporary shade structure is to be used as coverage for City Equipment.

CITY shall be responsible for all the maintenance and management of City Equipment, including the hay barn and outdoor temporary shade structure provided for CARETAKER'S use.

CARETAKER is authorized by CITY to use City Equipment, hay barn and outdoor temporary shade structure provided, however, that CARETAKER shall be liable for any loss or damage to City Equipment, hay barn and outdoor temporary shade structure caused by CARETAKER'S negligent acts or omissions while the same is in CARETAKER'S custody, care, and control. CARETAKER shall exercise commercially reasonable care to protect City Equipment while in CARETAKER'S

custody, care, and control.

CARETAKER shall verify that any operators of City Equipment , have a valid driving license along with required endorsements deemed necessary to operate equipment, a good driving record and is enrolled in the Employer Pull Notice program coordinated by the State of California Department of Motor Vehicles.

9. Rules, Regulations and Ordinances. CARETAKER shall develop with CITY staff Rules and Regulations for patrons using Premises, which shall not be inconsistent with the terms and provisions of this Agreement and which CITY has found to be reasonable and necessary in order to carry out the terms and provisions of this Agreement. No rule or regulation shall be enforceable which is inconsistent or contrary to the provisions of this Agreement, and no regulation shall be adopted or be enforceable unless the same relates to the use and operation of Premises and covers a matter not specifically covered under this Agreement. In addition, CARETAKER shall have authority to develop, administer and regulate the activities of Premises pursuant to posted rules and regulations governing use of Premises. All recommended revisions to rules and regulations must be approved in advance in writing by CITY and shall not conflict with City Council policy and other rules and regulations established by CITY. CITY ordinances and rules and regulations shall take precedence. CARETAKER shall post all rules and instruct patrons on the safe use of Premises.

10. Pricing of Products and Services. CARETAKER acknowledges that the purpose of this Agreement is to provide a park and recreation facility primarily in connection with the equestrian use thereof for the general public, and that in order to protect the general public, CITY reserves the right to regulate prices CARETAKER charges for its products, services and boarding of horses. CARETAKER acknowledges that the success of the Lakewood Equestrian Center is in part dependent upon its use and utilization by the general public, and therefore the pricing of products and services provided by CARETAKER is of considerable importance to CITY.

CITY acknowledges that CARETAKER has entered into this Agreement for the purpose of making a profit, and CITY further acknowledges that it is in the best interest of CITY that CARETAKER'S use and occupancy of said Premises be profitable so that CARETAKER will be able to maintain the Lakewood Equestrian Center and offer high quality programs to the public. To that end, CITY agrees not to impose any regulation of the price of products and services that will fail to render to CARETAKER a reasonable return on its operations and profit or that would be below the general pricing of products and services imposed by other competitors.

Within thirty (30) days of the Effective Date, CARETAKER shall provide to CITY a written list of the charges and prices for all products and services to be provided by CARETAKER upon Premises. CITY shall have thirty (30) days from the date of receipt to provide written objection to any prices or charges proposed by CARETAKER; if CITY does not provide written objection within thirty (30) days after

receipt, the prices and charges designated by CARETAKER shall be deemed approved. In the event of any objection by CITY to said prices or charges, or any subsequent modification thereof, and CARETAKER'S failure to agree to said objection, CARETAKER shall not impose any prices or charges other than that approved by CITY unless and until an independent Arbitrator selected by the parties has resolved the conflict. CITY and CARETAKER agree to submit any such conflict to arbitration with JAMS ADR within thirty (30) days of CARETAKER'S failure to accept CITY'S objection. CITY and CARETAKER agree to be bound, and waive the right to litigate the issue in any Court, by the written decision of the Arbitrator. The cost of arbitration shall be equally shared by CITY and CARETAKER, and each party shall be responsible for and pay all other costs and attorney's fees incurred by it in connection with said arbitration. Except as provided in this paragraph, no provision of this Agreement is subject to arbitration.

CARETAKER will provide CITY with written notice each month that its performance of this Agreement results in a net loss for CARETAKER of \$500.00 or more. In the event that CARETAKER'S performance of this Agreement results in a net loss for CARETAKER of \$500.00 or more for two consecutive months, CARETAKER shall have the right to terminate this Agreement upon sixty (60) days written notice to CITY.

11. Alterations. CARETAKER shall not make any material alterations to Premises or any improvement hereafter installed thereon without CITY'S written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any alteration to a fixture shall remain on and be surrendered with Premises on expiration of, or termination of the Term. Notwithstanding the foregoing, CITY may elect to require CARETAKER to remove any such alteration that CARETAKER has made to Premises, provided that CITY has designated that such alteration shall be removed at the end of the Term in CITY'S written consent authorizing the improvement. The term "Alteration," as used in this Section 11, shall not include landscaping or any exterior painting.

If CARETAKER makes any Alteration to Premises, as provided in this paragraph, the Alteration shall not commence until two (2) weeks after CITY has received notice from CARETAKER stating the date the Alteration is to commence so that CITY can post and record an appropriate Notice of Non-Responsibility.

12. Liens. CARETAKER shall not suffer or permit to be enforced against Premises or any part of it any mechanic's lien arising from any work of improvement, however it may arise. CARETAKER shall give written notice to CITY at least fourteen (14) days before any materials or services of any type are delivered to or on Premises for any purpose for which a mechanic's lien may attach to Premises, so as to enable CITY to post a notice of non-responsibility on Premises. CARETAKER may in good faith, and at CARETAKER'S own expense, contest the validity of any such asserted lien, claim, or demand, provided CARETAKER has furnished the bond required in California Civil Code Section 3143 (or any comparable statute hereafter enacted for

providing a bond freeing Premises from the effect of such a lien claim).

13. Repair and Replacement by CITY. CITY reserves the right of entry, upon reasonable advance notice to CARETAKER, for its employees and agents to do any and all work of any nature necessary for preservation, maintenance and operation of Premises. CITY shall provide written notice to CARETAKER when any such work may become necessary, and the anticipated time frame for the same, and upon receipt of such written notice, CARETAKER agrees to adjust its operations in such a manner reasonably necessary for CITY to proceed expeditiously.
14. Right of Entry. Notwithstanding the aforementioned paragraph, and any provision of this Agreement to the contrary, it is understood and agreed that CITY, or its agents or contractors, may at any time enter Premises and exterior and right-of-way occupied by CARETAKER, for the purpose of inspecting said Premises, observing the operations thereon, or, in the case of an emergency or when reasonable notice is not feasible, for making any improvements or repairs necessary to carry out the purposes of this Agreement, or to maintain said Premises in a safe and sanitary condition, or to eliminate therefrom any nuisance or default of CARETAKER.
15. Occupancy by CARETAKER during CITY Improvement. CARETAKER acknowledges that during the Term of this Agreement, CITY may be completing certain improvements to Premises. During such time that CITY is completing said improvements, CARETAKER shall conduct its activities so as not to interfere with the installation of said improvements and CARETAKER waives any right or claim it may have for damages by reason of interference with its business activities arising out of CITY'S installation of said improvements.

CITY agrees to schedule said improvements in such a manner so as not to unreasonably interfere with CARETAKER'S business operations and to consult in advance with CARETAKER pertaining to the installation of said improvements.

16. Indemnification and Hold Harmless. CARETAKER shall indemnify, defend, release, protect and hold CITY, its elected or appointed officers, agents, officials, employees, and volunteers (the "CITY Indemnitees") harmless from and against any and all liabilities, claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) directly or indirectly arising out of or relating to: (i) the failure by CARETAKER or anyone claiming by, through or under CARETAKER to comply with any term, condition, or covenant of this Agreement, including, without limitation, CARETAKER'S obligation to surrender Premises in the condition herein required; and (ii) the death of or injury to any person or damage to any property in Premises to the extent caused by the negligence, recklessness or willful misconduct of CARETAKER or its agents during the Term of this Agreement.

CITY shall indemnify, defend, release, protect and hold CARETAKER, its officers, agents, employees, and volunteers (the "CARETAKER Indemnitees") harmless from and against any and all liabilities, claims, demands, losses, damages, costs

and expenses (including reasonable attorneys' fees) directly or indirectly arising out of or relating to any defective, dangerous, or unsanitary conditions, whether known or unknown, suspected or unsuspected, in existence on Premises as of the Effective Date hereof.

CARETAKER shall require a signed waiver and release, on a form approved by CITY, from any guest, invitee or person utilizing equestrian services provided by CARETAKER and/or CARETAKER'S third party contractors not under the ownership or control of CARETAKER on Premises, including but not limited to, any training, individual instruction for adults and youth, guided rental rides, community outreach programs targeted to youth to provide horse related activities, facility rentals for horse shows, special events, birthday parties, filming, and/or other programs consistent with or complimentary to an equestrian center.

CITY shall not be liable to CARETAKER for any damage to CARETAKER or CARETAKER'S property except that CITY shall be liable to CARETAKER for damages to CARETAKER'S property, and the equipment and property of any of CARETAKER'S employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors, resulting from the acts or omissions of CITY or its authorized agents or representatives. CITY shall have no responsibility to safeguard the equipment and property of CARETAKER or any of its employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors.

In the event a claim is made against CITY or CITY is named a co-defendant in any action in which CARETAKER is obligated to indemnify CITY pursuant to this Section 16, CARETAKER shall immediately notify CITY of such fact, and at CITY'S option shall either retain legal counsel of CITY'S choice to represent CITY in such action at CARETAKER'S sole expense or reimburse CITY for CITY'S reasonable litigation costs, expenses and attorneys' fees in undertaking to represent itself.

Notwithstanding the foregoing, CITY shall save, keep and hold harmless CARETAKER and all of its officers, agents, and employees from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damage to property or death or injury to persons received or suffered by reason of the negligence or willful misconduct of CITY, its agents or employees or contractors or any of them, or any act or omission to act on the part of said parties, or any one of them, during such time that CITY, its agents, employees or contractors are on or about Premises, or performing any function or act related to this Agreement or Premises, including but not limited the installation of any improvements to be installed by CITY as provided herein.

CITY shall, by prompt written notice to CARETAKER, notify CARETAKER as soon as practicable regarding any potential liability of CARETAKER under this section.

The provisions of this section shall survive the termination or expiration of this Agreement.

17. Insurance Requirements. Without limiting the indemnities described in Section 16, above, and prior to commencement of the Term, CARETAKER shall obtain and maintain, at its own expense during the Term, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

- A. Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another (e.g. the “Insured v. Insured” exclusion). Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.
- B. Commercial Equine General Liability Insurance, to the extent the Commercial General Liability policy obtained pursuant to Section 17.A. above, does not include Equine operations. Coverage shall cover equestrian activities such as boarding, riding instruction and training, horse shows, and other equestrian events. Coverage shall be extended to provide on Premises coverage for independent trainers or instructors while acting within the scope of their duties at Premises. Additionally, this coverage shall include these specific activities if included on Premises: guided trail rides, therapeutic riding, carriage rides, pony rides and petting zoos. CARETAKER shall procure and maintain, at its sole costs and expense, comprehensive Commercial Equine General Liability Insurance in the single limit minimum amount of \$2,000,000 per occurrence and an aggregate in the amount of \$4,000,000.
- C. Care, Custody and Control Insurance. CARETAKER shall procure and maintain, at its sole cost and expense, a Care, Custody and Control (CCC) policy of insurance that specifically insures against damages resulting from the death, injury, illness, or theft of non-owned horses in the care, custody and control of CARETAKER in an amount of \$200,000 per horse, with an aggregate limit of \$500,000.
- D. Horse Shows, Clinics or Equestrian Events Insurance. CARETAKER shall procure special event coverage in advance of Horse Shows, Clinics or Equestrian Events that will provide coverage to include protection for CARETAKER running the event and also protect the show officials and CITY. Coverage is provided for negligence that causes bodily injury or property damage to a third party. Coverage shall be in an amount that adequately protects both CARETAKER and CITY from loss resulting from such events.
- E. Worker’s Compensation Insurance on a state-approved policy form providing statutory benefits as required by law with employer’s liability

limits no less than \$1,000,000 per accident for all covered losses.

- F. **Business Auto Coverage Insurance.** CARETAKER shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of CARETAKER arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented autos, trucks and trailers, including but not limited to city-owned water truck and other vehicles or equipment, to include loading and unloading, in an amount not less than \$2,000,000 combined single limit for each accident.

If CARETAKER owns no vehicles that will be utilized in the performance of CARETAKER'S obligations pursuant to this Agreement, the insurance requirement pursuant to this Section 17 may be satisfied by a non-owned auto endorsement to the general liability policy described above.

- G. **Excess or Umbrella Liability Insurance (Over Primary),** if used to meet limit requirements of any policy required by this Section 17, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a "drop down" provision with a maximum \$25,000 self-insured retention. CARETAKER will be required to fully indemnify and hold harmless CITY, its elected or appointed officers, agents, officials, employees, and volunteers, for any injury to person or property resulting from its operations.

18. **Additional Insurance.** CARETAKER shall also procure and maintain, at its own cost and expense, property insurance for all personal property owned by CARETAKER located on or about Premises against loss or damage due to fire, flood, or other acts of nature, theft, vandalism, criminal or negligent acts of others, or any other cause. CARETAKER may, at its option, may obtain additional insurance coverage that covers personal property to the extent not covered by the insurance policies CARETAKER is required to maintain pursuant to Section 18, herein.

Insurance obtained by CARETAKER shall include coverage for CARETAKER'S operation of the tractor referred to in Section 8 for its actual cash value and CITY shall be named as loss payee.

19. **Proof of Insurance.** CARETAKER shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the Term of this Agreement. CARETAKER will not cancel or modify any policies required to be maintained by this Agreement without notifying CITY and shall promptly provide updated insurance certificates, as necessary. CITY reserves

the right to require complete, certified copies of all required insurance policies, at any time.

In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CARETAKER.

20. Duration of Coverage. CARETAKER shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CARETAKER, their employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors.
21. Primary/Noncontributing. CARETAKER shall ensure that coverage provided by CARETAKER shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before CITY'S own insurance or self-insurance shall be called upon to protect it as a named insured.
22. CITY'S Right of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CARETAKER. In the alternative, CITY may terminate this Agreement effective immediately upon written notice to CARETAKER.
23. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line with the California Department of Insurance and with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY.
24. Waiver of Subrogation. CARETAKER shall ensure that insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive the right of subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CARETAKER or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.
25. Enforcement of Contract Provisions (non estoppel). CARETAKER acknowledges and agrees that any actual or alleged failure on the part of CITY to inform

CARETAKER of noncompliance with any requirement imposes no additional obligations on CITY nor does it waive any rights hereunder.

26. Notice of Cancellation. CARETAKER agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
27. Additional Insured Status. General liability policies shall provide, or be endorsed to provide, that CITY, its elected or appointed officers, agents, officials, employees, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
28. Third Party Insurance Requirements. CARETAKER shall confirm that any independent consultants, third party subcontractors, and any other party involved with the facility operation who is engaged by CARETAKER to perform or assist in the performance of any of CARETAKER's obligations pursuant to this Agreement, carry worker's compensation insurance, and such other insurance coverage as CARETAKER determines is necessary, in CARETAKER'S sole discretion. CARETAKER agrees that upon written request from CITY, CARETAKER will provide copies of any agreements with independent consultants, third party subcontractors, and others engaged in the facility operation.
29. Self-insured Retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
30. Timely Notice of Claims. CARETAKER shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CARETAKER'S performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
31. Damage or Destruction. In the event Premises should be partially or totally destroyed by fire or other casualty so as to cause a substantial interference with CARETAKER'S business, CARETAKER shall have the option of terminating this Agreement. If CARETAKER should not elect to so terminate, CITY shall repair Premises or cause the same to be repaired or rebuilt as speedily as possible by CITY with said insurance proceeds, and to the extent insurance proceeds provide therefor. If Premises is restored and there is a substantial interference with CARETAKER'S business during restoration, a just and proportionate part of the fixed Facility Contract Fee shall be abated until Premises is repaired or rebuilt.
32. Records, Accounts and Statements. CARETAKER shall keep true and accurate books and records showing all of its income and expenses and business transactions in connection with CARETAKER'S performance of this Agreement in

separate records of account in a manner reasonably acceptable to CITY.

33. Audit and Adjustment. CITY shall have the right at any time, and from time to time, to audit all of the books of account, bank statements, documents, records, returns, papers and files of CARETAKER, relating to the Gross Receipts and Facility Contract Fee payments, and on the request of CITY, CARETAKER shall make such matters available for examination at Premises.

CARETAKER shall keep and preserve for at least two (2) years, including that time after the termination of this Agreement, all sales books, bank books, or duplicate deposit slips, cash register receipts and other evidence of gross sales and business transacted during the Term, as the same may be extended.

34. Accounting Information. Any accounting or audit information obtained by CITY pursuant to the Monthly Gross Revenue Reports and Section 33, above, the foregoing provisions shall be treated as confidential, except in any litigation or arbitration proceedings between the parties, or where relevant on any issue raised before the City Council concerning any term or provision of this Agreement, enforcement thereof, modification or renewal thereof.

35. Taxes. CARETAKER shall pay before delinquency all taxes, assessments, license fees, and other charges, including City Business License Taxes or fees that are chargeable, levied or assessed against CARETAKER'S personal property installed or located in or on Premises, or that arise out of CARETAKER'S maintenance and use of said Premises for conducting the aforementioned business of CARETAKER on said Premises, and that become payable during the Term of this Agreement. On demand of CITY, CARETAKER shall furnish CITY with satisfactory evidence of those payments. If any taxes, license fees or other charges are levied against CARETAKER or CARETAKER'S property or the charges, it is understood that CITY shall have the right to pay the taxes, license fees and charges regardless of the validity of the levy, and CARETAKER shall, on CITY'S demand, reimburse CITY for CITY'S payment.

36. Possessory Interest Tax. CARETAKER acknowledges that the real property and improvements and other facilities of CITY are exempt from taxation. If, by reason of this Agreement, a possessory interest subject to property tax is levied, CITY acknowledges and does hereby agree to pay and assume the same when due and owing and hold CARETAKER free and harmless from liability thereon.

Nothing herein contained shall be construed as an acknowledgment by the parties that this Agreement creates a real property interest or possessory interest in the Premises by CARETAKER.

37. CARETAKER'S Covenants. CARETAKER shall comply with each and every term and obligation imposed upon CARETAKER pursuant to this Agreement, and in addition, but not limited thereby, perform the following covenants.

- A. CARETAKER shall assume and pay when due and owing all day-to-day operating costs of maintaining and operating said business, and said Premises, including all payroll, feed costs, hay costs, and other expenses.
- B. CARETAKER shall acquire and maintain insurance as required in Section 17 herein.
- C. CARETAKER covenants to observe, comply with and enforce all CITY, County, State, and Federal laws relative to the keeping, harboring and disposition of animals.
- D. CARETAKER agrees to maintain a record of all complaints received.
- E. CARETAKER agrees that no person shall, on the ground of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law, be excluded from participating in, be denied the benefits of, or be subject to discrimination under any program or activity of CARETAKER hereunder.
- F. CARETAKER covenants that it is, at the time of entering into this Agreement, a California limited liability company in good standing. CARETAKER agrees to provide to CITY at the time of the execution of this Agreement a Certificate from the Secretary of the State of California stating that said CARETAKER is in good standing.

38. Licenses. CARETAKER shall, at its expense, obtain from time to time and shall be in possession of and display such licenses, permits or certificates issued by Federal, State, County, and CITY authorities certifying that the business operations, equipment, facilities, products on sale and methods of preparing, serving and selling thereof all meet current health and sanitation regulations, as well as all necessary business licenses and permits.

CARETAKER agrees to provide CITY with current copies of said licenses and permits and with copies as they are renewed.

39. Employees. No person employed in the performance of this Agreement by CARETAKER shall be deemed a CITY employee, and CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to CARETAKER, or their employees, agents, volunteers, subcontractors, or their subcontractors' employees or agents.

CARETAKER shall inform CITY in writing of its management and operations personnel and upon notification CITY shall update Exhibit J accordingly providing a documented record of CARETAKER'S personnel along with each person's title,

scope of work and contact information.

CARETAKER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

CARETAKER agrees to ensure that employees are treated equally during their employment without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. Such action shall include, but is not limited to, the following: promotion, demotion or transfer, lay-off or termination; rate of pay or other form of compensation; and selection for training, including apprenticeship.

CARETAKER shall abide by all regulations and requirements governing the employment of minors as set forth by the Federal Department of Labor, the State of California Employment Development Department, and local school district jurisdictions.

All persons employed or utilized in connection with the operation of Premises shall be adequately trained for such purposes, shall be courteous, and shall be suitably and neatly attired so as to be recognizable as agents of CARETAKER.

CARETAKER shall meet the provisions of Public Resources Code, Section 5164 and shall not hire a person for employment or hire a volunteer to perform services for recreational purposes, who will be assigned in a position having supervisory or disciplinary authority over a minor, if that person has been convicted of certain crimes as defined in Public Resources Code, Section 5164. Prior to appointment, CARETAKER will require employees, volunteers and subcontractors that will have direct supervision over or conduct programs with minors, to be fingerprinted for a background investigation through the California Department of Justice.

CARETAKER shall insure that all management and supervisory personnel who have supervisory capacity over minors be appropriately trained and comply with the California Child Abuse and Neglect Reporting Act, which provides definitions and procedures for mandated reporting of child abuse.

CARETAKER shall make it mandatory for all employees, regularly contracted workers, and operational staff to obtain and maintain CPR, First Aid and AED certification. CITY shall provide a training facility and American Red Cross Certified Instructors to teach one (1) CPR, First Aid and AED certification course to CARETAKER and CARETAKER'S employees, regularly contracted workers and operation staff. CARETAKER is financially responsible for the cost of obtaining a certificate of completion for each class attendee.

40. CARETAKER'S Use of Boarding Units. CARETAKER shall use no more than 50% of each type of available boarding units for boarding of CARETAKER'S own horses or those of its trainers and instructors. CARETAKER'S Monthly Gross Revenue Report shall clearly detail which units are used for CARETAKER'S horses whereby no rent income is reported and those units used for trainer or instructor horses whereby partial rent is received.
41. Health and Safety Protocols. CARETAKER shall use reasonable efforts to comply with any governmental mandates related to equine health and/or safety, as required by applicable governmental laws, regulations, or ordinances, and as the same may be amended or modified from time to time.
42. Emergency Preparedness and Response. CARETAKER shall establish, and maintain up to date, an Emergency Preparedness and Evacuation Plan, to file with CITY and train all employees and contract workers on site. CARETAKER shall make reasonable efforts to cooperate with CITY during an emergency situation, including a disaster or other unanticipated eventualities. During an emergency, whereby horses or other animals from other areas may need to be housed at the stables during the emergency, CARETAKER shall notify CITY immediately upon receiving a request for temporary boarding of horses or other animals at Lakewood Equestrian Center.
43. Safety and Security. CARETAKER shall be responsible for having adequately trained personnel on site to supervise and operate Premises and respond to emergencies as required to perform foreseeable needs for maintaining an orderly operation, protecting visitors at Premises and providing emergency response in the event of accident or fire, including first-aid assistance at Premises. CARETAKER will notify CITY of incidents, accidents, emergencies or other significant disturbances within 24 hours of the later to occur of: (i) the occurrence of the incident, or (ii) CARETAKER'S discovery of the incident.

Use of tobacco and marijuana products, including smokeless tobacco and e-cigarettes shall be strictly prohibited on Premises and the surrounding area.

CARETAKER shall take all necessary precautions to prevent fire in or about Premises. CARETAKER shall, at its expense, install and maintain such fire prevention and firefighting practices and equipment as may be specified or required by CITY or any other agency having jurisdiction to regulate fire prevention measures at Premises.

No goods, merchandise or material shall be kept, stored, or sold in or on said Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon, and nothing shall be done at said Premises, other than as is provided for in this Agreement. Gasoline and other flammable material shall be stored, handled, and used by CARETAKER as required by all present and future regulations and laws.

CARETAKER represents and warrants to CITY that CARETAKER will not generate, store, release or dispose of any hazardous materials on or under Premises in violation of any hazardous substance laws. CARETAKER shall indemnify, defend and hold CITY harmless from any costs, losses, claims, damages, penalties and liabilities arising from CARETAKER'S generation, storage, release, or disposal of any hazardous materials on or under Premises. The provisions of this section will survive the expiration or termination of this Agreement.

CITY represents and warrants that, to CITY'S knowledge as of the Effective Date, there exist no adverse environmental conditions at, on, in, or under Premises and no hazardous materials have been released in, on, or under Premises. If, at any time during the Term, CARETAKER discovers the presence of hazardous materials on, under, or about Premises not caused by CARETAKER or otherwise existing on, under, or about Premises prior to the Term, CARETAKER shall promptly notify CITY in writing and CITY shall remove or remediate the hazardous material, at CITY'S cost and expense.

The paragraph immediately above does not apply to the manure management system. The parties acknowledge and agree that the manure management system serving Premises was installed by CITY'S concessionaire that operated Premises prior to the Term. CARETAKER shall continue to operate the manure management system in the same or similar manner as described in Exhibit K and as such system has been operating on Premises prior to the Term. CITY shall indemnify, defend and hold CARETAKER harmless from any costs, losses, claims, damages, penalties and liabilities regarding the manure management system, except to the extent caused by the negligent or willful act or omission of CARETAKER. The provisions of this section will survive the expiration or termination of this Agreement.

44. Conflict of Interest. CARETAKER warrants and covenants that no official or employee of CITY nor any business entity in which an official or employee of CITY is interested; (1) has been employed or retained to solicit or aid in the procuring of this Agreement; (2) will be employed in the performance of this Agreement without the immediate divulgence of such fact to CITY. In the event CITY determines that the employment of any such official or employee is not compatible with such official's or employee's duties as an official or employee of CITY, CARETAKER, upon request of CITY, shall terminate such employment immediately. For breaches or violation of this paragraph, CITY shall have the right both to annul this Agreement without liability and, in its discretion, recover the full amount of any such compensation paid to such official or employee.

45. Assignment, Transfer of Ownership or Control. This Agreement shall not be assigned or encumbered, in whole or in part, or subleased or mortgaged in any manner, nor shall title thereto, either legal or equitable, or any right or interest in the property be sold, transferred or assigned to any person without the prior written consent of the City Council, such consent not to be unreasonably withheld, conditioned, or delayed. CARETAKER understands and agrees the representations

made by CARETAKER herein are a material inducement for CITY to enter into this Agreement. CARETAKER agrees not to allow any other person other than CARETAKER and its employees, agents, consultants, contractors, and subcontractors to assume a position of management and control of Premises without first obtaining CITY'S consent in writing, such consent not to be unreasonably withheld, conditioned, or delayed. Any assignment, encumbrance, renting, or violation of any of the terms and provisions of this paragraph without CITY'S written consent is void and, at CITY'S election, shall constitute an event of default and shall grant CITY the right to terminate this Agreement. CARETAKER shall promptly notify CITY of any actual or proposed change in, or transfer of, or acquisition by any other party of, or control of CARETAKER. The term "control" as used herein is not limited to major stockholders but includes any and all shareholders thereof or any other person having working control of the business entity. A rebuttable presumption that a transfer of control has occurred shall arise upon the sale or transfer by any person of fifty percent (50%) or more of the shares of the business entity. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, CITY may inquire into all qualifications of the prospective controlling party.

46. No Waiver. No waiver by CITY of CITY'S right to enforce any provision hereunder after any default on the part of CARETAKER shall be deemed a waiver of CITY'S right to enforce each and all of the provisions hereof upon any other or further default on the part of CARETAKER. The acceptance of the Facility Contract Fee, or any other payment required to be made by CARETAKER hereunder when due, shall not be or constitute to be a waiver of any breach of any term, covenant or condition of this Agreement.

47. Default.

A. The occurrence of any of the following shall constitute an Event of Default by CARETAKER:

- i. Failure to make any payment of Facility Contract Fee, or any other payment required to be made by CARETAKER hereunder when due, if failure continues for fifteen (15) days after written notice has been given to CARETAKER.
- ii. Failure to occupy Premises and operate the business thereon for thirty (30) consecutive days.
- iii. The failure of CARETAKER to submit the required monthly reports as listed in Section 5.B. upon thirty (30) days written notice from CITY of failure to submit required reports.
- iv. The failure of CARETAKER to observe or perform all of the covenants, conditions or provisions of this Agreement to be

observed or performed by CARETAKER, upon thirty (30) days written notice from CITY to CARETAKER. If the nature of CARETAKER'S default is such that more than thirty days are reasonably required for cure thereof, then CARETAKER shall not be in default if CARETAKER shall commence such cure within the thirty day period and thereafter diligently prosecutes such cure to completion.

- v. The failure of CARETAKER to comply with any written order or directives relating to Premises from any governmental entity within the time set forth in such order and all applicable appeal rights have been exhausted.
- vi. If any petition is filed by CARETAKER under any section or chapter of the federal Bankruptcy Code as it may be amended from time to time and such petition is not dismissed within ninety days after the filing thereof; if CARETAKER becomes insolvent or makes a transfer in fraud of creditors; if CARETAKER makes a general arrangement or general assignment for the benefit of creditors; if a receiver, custodian or trustee is appointed for any of the assets of CARETAKER located at Premises and the appointment is not vacated within ninety (90) days.
- vii. The discovery by CITY that the financial information provided by CARETAKER is materially false, and CARETAKER has knowingly provided such materially false financial information or has provided such information with reckless disregard for its truth.

No notice under this subsection shall be deemed a forfeiture or termination of this Agreement unless CITY so elects in the notice.

- B. Upon occurrence of an Event of Default, CITY shall have the right, at its option:
 - i. CITY may continue this Agreement in full force and effect, and this Agreement will continue in effect as long as CITY does not terminate CARETAKER'S right of use of Premises, and CITY shall have the right to collect Facility Contract Fees when due. Such election shall not be deemed a waiver of CITY'S right at any time to demand that CARETAKER correct said default or to enforce this Agreement.
 - ii. Upon written notice to CARETAKER, CITY may terminate CARETAKER'S right of use of Premises at any time if CARETAKER defaults as described above.

Acts of maintenance, emergency repairs, or other acts taken by CITY to protect said Premises or the public shall not constitute a termination of CARETAKER'S right of use without such written notice.

- iii. CITY shall have the right to conduct operations, in whole or in part, upon Premises and collect all business receipts associated with such business operations.
- iv. CITY at any time after CARETAKER commits a default under this Agreement, CARETAKER can cure the default at CARETAKER'S cost. If CITY at any time by reason of CARETAKER'S default pays any sum or does any act that requires the payment of any sum, or the occurrence of any cost, the sum paid or cost incurred by CITY shall be due immediately from CARETAKER to CITY at the time the sum was paid, and if paid at a later date, shall bear interest at the rate of twelve percent (12%) per annum from the date the sum is paid by CITY until CITY is reimbursed by CARETAKER. The sum, together with interest on it, shall be additional fees.

The remedies provided herein are cumulative and not exclusive of any remedies available by law.

- C. CITY shall be in default under this Agreement if it fails or refuses to perform any provision of this Agreement that it is obligated to perform, if the failure to perform is not cured within thirty (30) days after notice of the default has been given by CARETAKER to CITY. If the default cannot be reasonably cured within thirty (30) days, CITY shall not be in default of this Agreement, provided that CITY commences to cure the default within the thirty (30) day period, and diligently and in good faith continues to cure the default thereafter. In the event CITY fails to cure such failure or refuses to perform its obligations pursuant to this Agreement beyond the cure periods described in this Section 47.C. CARETAKER shall have the right, but not the obligation, to terminate this Agreement.

48. Termination. The parties hereto acknowledge that the President of CARETAKER as of the date hereof is Sonya Jahn, and that a material inducement for both parties hereto to enter into this Agreement is the engagement of Ms. Jahn as the principal for CARETAKER. In the event of the death, incapacity, or other inability of Ms. Jahn to act as principal for CARETAKER, perform the essential functions of her position, or otherwise perform or cause to be performed CARETAKER'S obligations pursuant to this Agreement, CARETAKER shall have the right, but not the obligation, to terminate this Agreement, effective immediately upon delivery of written notice to CITY.

49. Surrender of Premises and Holding Over.

- A. Upon the expiration or earlier termination of this Agreement, CARETAKER shall surrender to CITY Premises and the Southern California Edison right-of-way, along with all-improvements, additions and alterations thereon, in at least the same condition as of the effective date of this Agreement, except for ordinary wear and tear occurring after the last required maintenance or repair by CARETAKER or CITY, or destruction of Premises as covered by this Agreement, and with the exception of any business property that CARETAKER has the right to remove or is obligated to remove under the provisions of this Agreement. CARETAKER shall remove all its business property upon the expiration or earlier termination of this Agreement, and, to the extent such removal causes damage to Premises, perform all restoration necessary within ten (10) days after the expiration or earlier termination of this Agreement. CITY can elect to retain or dispose of in any manner any alteration or CARETAKER'S business property that CARETAKER does not remove from Premises on expiration or termination of this Agreement, as required by this Agreement, by giving at least ten (10) days' notice to CARETAKER. Title to any such alteration or CARETAKER'S personal property that CITY elects to retain, or dispose of on the expiration of the ten (10) day period, shall vest in CITY. CARETAKER waives all claims against CITY for any damage to CARETAKER resulting from CITY'S retention or disposition of any such alteration, or CARETAKER'S business property. CARETAKER shall be liable to CITY for CITY'S costs of storage, removal and disposal of any alterations, or CARETAKER'S business property. If CARETAKER fails to surrender Premises to CITY on the expiration of the Term, as required by this subparagraph. CARETAKER shall be liable to CITY for the costs incurred by CITY in the removal and/or disposal of any alterations or CARETAKER'S business property remaining on Premises after termination or earlier expiration of this Agreement. CARETAKER shall hold CITY harmless from all damages resulting from CARETAKER'S failure to surrender Premises.
- B. If CARETAKER, with CITY'S consent, remains in possession of Premises after the expiration or termination of the Term, such possession shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days written notice given at any time by either party, unless the parties otherwise agree in writing. All provisions of this Agreement, except those pertaining to the expiration of the Term shall apply to the month-to-month operation.

50. Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable litigation expenses, including but not limited to attorneys' fees and court costs.

51. Advice of Counsel. Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

52. CARETAKER'S Use of Premises. Notwithstanding the fact that this Agreement does not convey any real property interest in Premises to CARETAKER, CITY agrees that CARETAKER, upon paying the Facility Contract Fee, performing the terms and covenants of this Agreement, and subject to the terms and covenants stated herein entitling CITY access to and entry on Premises, may quietly hold and enjoy the use of the Premises during the Term, as may be extended.

53. Miscellaneous. The title to paragraphs are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

This Agreement contains all of the agreements and conditions made between the parties to this Agreement, and may not be modified orally, or in any other manner than by an agreement in writing signed by all parties.

Time is the essence in the performance of all obligations under this Agreement.

Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

To CITY: Director of Recreation and Community Services
City of Lakewood
5050 Clark Avenue, Lakewood, CA 90712

To CARETAKER: SJ Equestrian, LLC
11369 East Carson Street
Lakewood, California 90715

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day and year first above written.

CITY OF LAKEWOOD

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SJ Equestrian, LLC

By_____

Title

List of Exhibits Attached

Exhibit A	Parcel Map of Premises
Exhibit B	Lakewood Equestrian Center Property Line Map
Exhibit C	Schedule of Maintenance Obligations
Exhibit D	Southern California Edison Company License Agreement with City of Lakewood
Exhibit E	Quarterly Safety and Maintenance Inspection Form
Exhibit F	CARETAKER Quarterly Evaluation Checklist
Exhibit G	Monthly Gross Revenue Report
Exhibit H	Proposed Programs and Activities List
Exhibit I	CARETAKER'S Business Property List
Exhibit J	CARETAKER'S Management and Operations Contact List
Exhibit K	CARETAKER'S Manure Management Plan

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M. B. 176-31-35

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

Exhibit B

Lakewood Equestrian Center Property Line Map



Exhibit C

Schedule of Maintenance Obligations

CARETAKER shall perform the following ongoing regular maintenance and repairs, and programs in a prompt manner, without reimbursement from City:

- a. CARETAKER, at its cost, shall maintain in at least the same condition as of the effective date of this Agreement, all portions of Premises, as described and depicted in Exhibit C, including, without limitation, CARETAKER'S business property; signs; windows; the interior and exterior of all buildings and structures; including lighting fixtures; sidewalks; driveways; parking areas; fauna; grass; landscaping and planting; the sprinkler systems which waters the riding rings; corrals; horse paths; barns; and areas designed or used for boarding, riding and exercising of horses which are located on Premises; but exclusive of the public equestrian trail maintained by CITY.
- b. CARETAKER, at its cost, shall maintain in at least the same condition as of the effective date of this Agreement all structures, facilities and equipment located or maintained, within that section of the Southern California Edison right-of-way, depicted in Exhibit D, on behalf of CITY and within the time, manner and conditions imposed on CITY by Exhibit D attached hereto and made a part hereof. CITY shall, however, maintain and operate any water well or water well equipment located within the Edison right-of-way. CITY reserves the right to cap or close down said water well equipment.
- c. CARETAKER shall take reasonable efforts to secure any and all equipment used at Premises every evening upon closing.
- d. CARETAKER shall store within Premises, at such place indicated by CITY, and in a manner approved by CITY, all trash, garbage, refuse, recycling material, and other waste material, and arrange for the regular pickup and disposal thereof, at CARETAKER'S expense, not less than two times per week or as often as necessary to ensure there is no excess waste on the premise. CARETAKER shall clean daily rubbish generated by the operation.
- e. CARETAKER shall keep all signage on site up to date and in at least the same condition as of the effective date of this Agreement so that it is easily readable and posted in plain sight locations where staff, customers, vendors, and visitors can easily observe the safety rules and policies of use at Premises. Keep all signs and structures free of graffiti.
- f. Subject to Section 43 of the Agreement, CARETAKER shall comply with all CITY, County, State, and Federal regulations regarding recycling and handling of toxic or hazardous materials, waste disposal, and requirements of the Clean Water Act and National Pollution Discharge Elimination System Permit with regards to water run-off.

Exhibit C

Schedule of Maintenance Obligations

- g. Subject to Section 43 of the Agreement, CARETAKER shall provide and maintain a Manure Management Plan that allows no more than 80 cubic yards of manure on the property at any time.
- h. CARETAKER shall maintain an on-call pest and rodent abatement services contractor with a licensed contractor throughout the term of CARETAKER MANAGEMENT CONTRACT. All pesticide use must be preapproved by CITY.
- i. CARETAKER shall maintain on the Premises fire extinguishers and AEDs per building and safety code, which CITY shall inspect monthly and service.
- j. CARETAKER shall confirm the well-being of the horses twice per day.
- k. CARETAKER shall establish or maintain in at least the same condition as of the effective date of this Agreement, feed, stall chips, and hay storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- l. CARETAKER shall clean waterers at least weekly, or more often, as necessary to prevent algae buildup and repair waterers when needed.
- m. Stalls shall be cleaned a minimum of once per day or as often as necessary to ensure there is no excess buildup of manure and urine.
- n. CARETAKER shall check food mangers daily and clean as needed.
- o. CARETAKER shall replace burned out bulbs and repair light fixtures promptly as needed.
- p. CARETAKER shall clean restroom at least once a day or more often as needed and determined by frequency of use.
- q. CARETAKER shall mow and/or remove weeds from exterior of barns, paddocks, arenas, picnic areas, and perimeter of Premises so that the grounds are free from weeds and fire hazard conditions.
- r. CARETAKER shall monitor plumbing and notify CITY immediately upon learning of any plumbing issues.
- s. CARETAKER shall keep all arenas and pathways through barns compacted and well- sprinkled to minimize dust.

Exhibit D
Southern California Edison Company
License Agreement
with City of Lakewood

23 pages

THE CITY OF LAKEWOOD

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

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32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (____)/(____/____)
Licensor/Licensee

37. INDUCED VOLTAGES

38. NOTICES

39. RECORDING

40. COMPLETE AGREEMENT

41. SIGNATURE AUTHORITY

42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

RIDING & BOARDING

TREES/LANDSCAPING

Initial (____)/(____/____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and THE CITY OF LAKEWOOD, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 7060-002-800 and being all of Assessor's Parcel Number 7060-002-801, situated in the City of Lakewood, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____/____)
Licensor/Licensee

1. Use: Licensee will use the Property for horse stable purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of January, 2021 and ending on the last day of December, 2025. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Thirty Nine Thousand One Hundred Fifty Seven and 75/100 Dollars (\$39,157.75) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2021	\$39,157.75	January
Second Year	2022	\$40,332.48	January
Third Year	2023	\$41,542.45	January
Fourth Year	2024	\$42,788.73	January
Fifth Year	2025	\$44,072.39	January

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees

Initial (____)/(____/____)
Licensor/Licensee

as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.
- (d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Horse stable use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property.

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Licensor/Licensee

Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

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Licensor/Licensee

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or

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shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

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23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.

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- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal

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property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licenser shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licenser shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licenser be responsible for the value of Licensee's personal property.

Licenser shall have the right to charge and recover from Licensee all costs and expenses incurred by Licenser related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licenser's initial use of the Property. Licensee agrees to pay such expenses to Licenser upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licenser retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licenser shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licenser of any provision of this Agreement must be in a writing signed by Licenser. No waiver by Licenser of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licenser's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licenser's consent to or approval of any subsequent act by Licensee. Licenser's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licenser's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licenser either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licenser's service to its patrons or consumers, it shall appear necessary or desirable to do so.

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Licensor/Licensee

Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

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Licensor/Licensee

38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Vegetation & Land Management
Land Management – Metro Region
2 Innovation Way
Pomona, CA 91768

To Licensee: The City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Business Telephone No. (562) 866-9771

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

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Initial (____)/(____/____)
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

LEAH MORENO
Director, Vegetation & Land Managment

Date

LICENSEE:

THE CITY OF LAKEWOOD

By _____
TODD ROGERS, Mayor

Date

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Licensor/Licensee

APPENDIXGuidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 -foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles

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4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
5. Suitable identification markers will be required on main controllers and valves
6. Locations of main shut off valve will be provided and shown on a plot plan
7. Underground facilities must have a minimum cover of three feet
8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the “drip line” of the conductors
2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
3. Placement of large rocks (boulders) must be approved in writing by Licensor
4. Any mounds or change of grade must be approved in writing by Licensor
5. No cactus or thorny shrubs will be permitted
6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor’s prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

- a. Must have axles and wheel and be able to be moved
 - b. Maximum length: 40 feet
 - c. Maximum height: 15 feet
 - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor “drip lines”
 3. Sewer or gas lines to trailers must be approved in writing by Licensor

Initial (____)/(____/____)
Licensor/Licensee

4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified under the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

Initial (____)/(____/____)
Licensor/Licensee

A D D E N D U M

PARKING

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.
- H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

Initial (____)/(____/____)
Licensor/Licensee

A D D E N D U M

TREES/LANDSCAPING

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (____)/(____/____)
Licensor/Licensee

A D D E N D U M

RIDING AND BOARDING STABLES

- A. Licensee must obtain prior written approval from Licensor for the installation of any structures or improvements, including but not limited to, fencing and corrals, and any subsequent modifications. Licensee will maintain the structures or improvements at all times in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the structures or improvements, including fences and corrals. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Vehicle parking is restricted to those areas designated and approved in writing by Licensor. Licensee will post signs identifying the areas where parking is prohibited.
- D. Hay may only be stacked in areas approved of in writing by Licensor and at a maximum height of four bales.
- E. Licensee will post and distribute rules to each horse owner boarding horses. The rules will include but not be limited to the following:
 - 1. No minors are permitted on Property during regular school hours unless accompanied by parent or guardian.
 - 2. No smoking shall be allowed within fifty (50) feet of stacked hay.
 - 3. All vehicles must be parked in accordance with posted signs.
 - 4. Owners of any animals boarded or brought on the Property hereby waive any claims against operator and Licensor, should either operator or Licensor require the removal of owner's animals because owner neglected or abused animals or owner has not kept boarding fees current.
 - 5. Owner will hold harmless and indemnify the operator and Licensor, its officers, agents, and employees, and its successors and assigns, from and against all claims, or injury to or death of persons including employees of operator and Licensor, resulting in any manner whatsoever, directly or indirectly, by reason of this license or the use or occupancy of the Property by owner or any person claiming under owner.
- F. Hay Storage structures shall not exceed maximum dimensions of:
 - 1. 15-feet in length
 - 2. 10-feet in width
 - 3. 10-feet in height
- G. Hay storage structures will not be permitted within the following access areas:
 - 1. Within 2-feet from edge of 16-foot wide access road.

Initial (____)/(____/____)
Licensor/Licensee

2. 50-foot radius around suspension towers.
3. 100-foot radius around all dead-end towers.
4. 10-foot radius around all anchors/guy wires.
5. 25-foot radius around all wood poles and tubular steel poles.
6. Not permitted directly under or within 10-0feet of the electrical conductor drip lines.

H. Hay storage structures must utilize the following design:

1. Temporary/Slip joint construction.
2. Metal frame only.
3. Properly grounded.
4. Metal roof only.
5. Equipped with an automated water sprinkler system for fire suppressions (only is hay is stacked more than four bales high).

Initial (____)/(____/____)
Licensor/Licensee

Exhibit E

Quarterly Safety and Maintenance Inspection Form

Purpose: In accordance with the terms and conditions of the CITY OF LAKEWOOD CARETAKER MANAGEMENT CONTRACT FOR LAKEWOOD EQUESTRIAN CENTER ("Agreement"), CARETAKER will place a high priority on keeping the facility and its buildings and structures well maintained, aesthetically pleasing, safe and available to serve its customers and visitors. CARETAKER will also view the facility infrastructure as a significant part of the public trust that must be properly maintained and operated to ensure a long and useful service. CARETAKER shall regularly inspect the premises with a city representative.

Procedure:

- Examine all items identified on the checklist and answer the questions regarding each safety item
- List detailed comments on all problem or potential problem areas.
- Submit the checklist to the Director of Recreation and Community Services or their designee upon completion.
- City representative shall forward a copy of the completed inspection form to CARETAKER.
- Appropriate actions and notifications will be made as a result of the inspection.

Inspected By: _____, CARETAKER

Date:

Inspected By: _____, City Representative

Date:

Exhibit E

Quarterly Safety and Maintenance Inspection Form

General Safety and Aesthetics	Yes	No
1. Are updated Cal/OSHA Safety & Health posters/notices posted on employee bulletin boards?	<input type="checkbox"/>	<input type="checkbox"/>
2. Are there clearly marked evacuation plans posted?	<input type="checkbox"/>	<input type="checkbox"/>
3. Are all possible exits kept free of obstructions?	<input type="checkbox"/>	<input type="checkbox"/>
4. Are hazardous materials located on the facility properly stored?	<input type="checkbox"/>	<input type="checkbox"/>
5. Are all hazardous materials located on the facility clearly labeled?	<input type="checkbox"/>	<input type="checkbox"/>
6. Are Safety Data Sheets (SDS) readily available for each hazardous material?	<input type="checkbox"/>	<input type="checkbox"/>
7. Are good industry standards used to minimize accidents?	<input type="checkbox"/>	<input type="checkbox"/>
8. Are first aid kits available and stocked with necessary supplies?	<input type="checkbox"/>	<input type="checkbox"/>
9. Are the locations of AED machines posted?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have AEDs been tested for readiness each month?	<input type="checkbox"/>	<input type="checkbox"/>
11. Are Bio-Hazard Kits in place and complete?	<input type="checkbox"/>	<input type="checkbox"/>
12. Is the facility free of graffiti?	<input type="checkbox"/>	<input type="checkbox"/>
13. Can facility signage be read clearly?	<input type="checkbox"/>	<input type="checkbox"/>
14. Are roads maintained and free of ruts and potholes?	<input type="checkbox"/>	<input type="checkbox"/>
15. Are exercise ring boundary gates/fences in tact, free from damage, corrosion, holes, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
16. Are rodent and pest control procedures maintained? No burrows, holes, feces, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
17. Are horse enclosures in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
Buildings and Structures	Yes	No
1. Are buildings and structures kept orderly and in good repair?	<input type="checkbox"/>	<input type="checkbox"/>
2. Are buildings and structures free of hazards such as sharp edges and pointed corners?	<input type="checkbox"/>	<input type="checkbox"/>
3. Are security lights throughout the property operable?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is fencing throughout the property well maintained and free of sharp edges, pointed corners, or objects that could injure?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is gate hardware (latches, bolts, hinges) positioned as not to snag humans, animals or equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Are all plumbing systems functioning correctly and are free of corrosion and leaks?	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit E

Quarterly Safety and Maintenance Inspection Form

7. Are water heaters strapped, wrapped and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	
8. Are roof surfaces free from debris and overhanging tree branches?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Are gutters and downspouts kept fastened and free of debris and corrosion?	<input type="checkbox"/>	<input type="checkbox"/>	
10. Are foundations for buildings and/or structures free of differential settlement or displacement?	<input type="checkbox"/>	<input type="checkbox"/>	
11. Are concrete pads level and free of excessive cracks?	<input type="checkbox"/>	<input type="checkbox"/>	
12. Are buildings and structures free of termites, insect and rodent damage and rot?	<input type="checkbox"/>	<input type="checkbox"/>	
13. Are tack sheds well maintained? Doors, locks, roofs, footings, all in proper working order?	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical Safety	Yes	No	
1. Are extension cords and plugs properly grounded?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are ground fault protectors installed on plugs within 5 feet of a water supply?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are electrical enclosures such as switches, receptacles, junction boxes, etc., provided with tight-fitting cover plates?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are power strips plugged into outlets, and not plugged into other power strips?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Are major electrical appliances, plugged into outlets, not power strips?	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are extension cords used in place of fixed wiring?	<input type="checkbox"/>	<input type="checkbox"/>	
7. Do panel boxes have ample service, correctly sized fuses or circuit breakers, and are properly grounded?	<input type="checkbox"/>	<input type="checkbox"/>	
8. Are outlets overused with too many plugs?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Are electrical panels kept clear for easy access, 30" or more in front of panel?	<input type="checkbox"/>	<input type="checkbox"/>	
Supply Storage Safety	Yes	No	
1. Are shelving systems securely fastened to the wall?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are the heaviest items stored on the lower shelves but not on the ground?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Do shelves appear to be overloaded?	<input type="checkbox"/>	<input type="checkbox"/>	
Office Furniture & Equipment	Yes	No	
1. Is office furniture arranged to allow easy egress under emergency conditions?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are floors free of slip, trip and fall hazards?	<input type="checkbox"/>	<input type="checkbox"/>	

Exhibit E

Quarterly Safety and Maintenance Inspection Form

3. Is weight distributed in file cabinets so that upper drawer contents don't create a top-heavy condition?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are bookcases, furniture, etc., secured to walls?	<input type="checkbox"/>	<input type="checkbox"/>	
Fire Protection	Yes	No	
1. Are fire extinguishers mounted in the designated locations and unobstructed?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are fire extinguishers fully charged? Inspect and initial tag located on the fire extinguisher, monthly.	<input type="checkbox"/>	<input type="checkbox"/>	

Hazard Description and Corrective Action

Hazard Description: _____	Date Action Was Corrected
Corrective Action Taken/Needed: _____	
Hazard Description: _____	Date Action Was Corrected
Corrective Action Taken/Needed: _____	
Hazard Description: _____	Date Action Was Corrected
Corrective Action Taken/Needed: _____	
Hazard Description: _____	Date Action Was Corrected
Corrective Action Taken/Needed: _____	
Hazard Description: _____	Date Action Was Corrected
Corrective Action Taken/Needed: _____	
Hazard Description: _____	Date Action Was Corrected
Corrective Action Taken/Needed: _____	

Exhibit F

Caretaker's Quarterly Evaluation Checklist

The purpose of this evaluation is to track the progress and performance in meeting the terms and conditions required in the Caretaker Management Contract for the Lakewood Equestrian Center. Quarterly evaluations will be completed throughout the term of the agreement providing the Director of Recreation and Community Services with information and data necessary to determine if CARETAKER is in compliance with the terms and conditions of the Caretaker Management Contract. If the evaluation discovers CARETAKER is not in compliance, a notice to correct will be issued by the City, which could lead to default and termination if not corrected.

For Period from _____ to _____	Needs Improvement	Proficient
	Non-Compliant	Compliant
Facility Contract Fees and Payment		
CARETAKER has provided payment by the 15 th day of the month.		
Monthly Gross Revenue Report		
Monthly Gross Revenue Report was complete and accurate and submitted by the 15 th day of the month.		
Use of Leased Premises		
CARETAKER used the Premises to operate, manage and maintain the service operations for the public as described in the terms and conditions of the Caretaker Management Contract and for no other unauthorized purposes.		
Rules, Regulations and Ordinances		
<ul style="list-style-type: none"> CARETAKER has complied with City ordinances and rules and regulations of the City. CARETAKER has posted all rules and instructed customers on the safe use of the Premises. 		
Quality of Products and Service		
<ul style="list-style-type: none"> CARETAKER conducted its business in an orderly, cooperative and proper manner. CARETAKER provided a diverse selection of equestrian opportunities to the community and maintained an attendance log for each opportunity. CARETAKER reported and logged all complaints and no complaints went unresolved. 		
Facility and Capital Improvements		
CARETAKER followed procedures in the Caretaker Management Contract for approval and implementation of capital improvements to the property.		
Licenses, Permits and Insurance Requirements		
<ul style="list-style-type: none"> CARETAKER maintained all required licenses, permits and/or certificates required by Federal, State, County, and City authorities. CARETAKER maintained all required insurances as described in the terms and conditions of the Caretaker Management 		

Exhibit F

Caretaker's Quarterly Evaluation Checklist

For Period from _____ to _____	Needs Improvement	Proficient
	Non-Compliant	Compliant
Contract, provided the city with proof of required insurances.		
Records, Accounts and Statements		
<ul style="list-style-type: none"> CARETAKER has kept true and accurate books and records showing all of its income and expenses and business transactions in connection with the Caretaker Management Contract in separate records of account and has provided access to City for inspection. CARETAKER has contracts and records for all recurrent facility users, including boarders and sub-contractors. 		
Maintenance Obligations		
<ul style="list-style-type: none"> CARETAKER performed all regular maintenance, upkeep and operational obligations for the Premises to City standards as described in the terms and conditions of the Caretaker Management Contract and at no cost to the City. CARETAKER provided the maintenance equipment necessary to properly maintain the facility in a clean, safe, operating condition. CARETAKER has completed quarterly facility safety inspection with city's designee and has adequately addressed any issues which arose during inspection in a timely manner. 		
General Oversight		
<ul style="list-style-type: none"> CARETAKER conducts quarterly informational meetings with boarders, trainers, instructors, sub-contractors, employees and city personnel. 		
Employees		
<ul style="list-style-type: none"> CARETAKER provided qualified personnel for the operation of the Premises. CARETAKER has followed the law in regards to employment practices, including background checks as described in the terms and conditions of the Caretaker Management Contract. CARETAKER has provided all necessary training for employees and has record of required training certifications. 		
Facility Safety and Security		
CARETAKER met terms and conditions outlined in the Caretaker Management Contract with regards to protection of park property, public safety, site security, and public access.		

Exhibit F

Caretaker's Quarterly Evaluation Checklist

Comments regarding areas needing improvement or non-compliance:

Checklist completed by: _____

Title: _____

Date: _____

Copy provided to CARETAKER on: _____

Exhibit G

Monthly Gross Revenue Report

Report Date:	Reporting Period:
--------------	-------------------

Gross Income from Boarding Operations

Boarding Type	Rate	Unit	Total Revenue
Double Pipe Stalls			
Dressage Barn Box Stalls			
Breezeway Barn Box Stalls			
Regular Pipe Stalls			
Regular Pipe Stalls (provides own shavings)			
Regular Pipe Stalls (Pony Ride Operator)			
Stall Used for Owner's/Trainer's Horses			
Number of Vacant Stalls			
Breezeway Barn In and Out			
Breezeway Barn Pipe Stalls			

Gross Income from Training Operations

Trainer/Discipline	Contract Rate	Number of Participants	Total Revenue

Gross Income from Sub-contractors

Contractor/Activity	Contract Rate	Number of Participants	Total Revenue

Exhibit G

Monthly Gross Revenue Report

Gross Income from Events

Type of Event	Contract Rate	Number of Participants	Total Revenue

Gross Income from Horse Trailer Parking

Owner Size of Trailer	Rate	Unit	Total Revenue

Gross Income from Other Services

Type of Service	Rate	Unit	Total Revenue

Total Gross Income for Reporting Period	
Gross Income Due to City @__%	
TOTAL LEASE PAYMENT DUE TO CITY	

By the 15th day of each month, this form, along with payment shall be delivered to:

City of Lakewood
Attn: Recreation and Community Services Department
5050 Clark Avenue
Lakewood, CA 90712

Report prepared and verified for accuracy by:

Name	Signature	Date
------	-----------	------

Exhibit H

Proposed Programs and Activities List

Program / Activity	Caretaker Managed or Sub-Contractor

Exhibit I

Caretaker's Business Property List

Item Description and Quantity	Serial #, License Plate #, Model #, Etc.	Estimated Value	Proposed location on property	Image

Exhibit J

Caretaker's Management and Operations Contact List

Name	Title	Broad Scope of Work	Main Phone Number	Email Address	Mailing Address

Exhibit K

Caretaker Manure Management Plan

A comprehensive manure management plan is critical for all horse facilities, regardless of size. Horse owners plan the input (feed) for horses and should equally plan for the horse's output (manure).

Manure is a source of storm water pollution and can greatly impact the health of the animals if not managed properly. A manure management plan promotes a clean and safe facility, protection of bodies of water and ground water, and reduces odors and insect breeding opportunities.

A successful manure management plan addresses collection, storage and disposal or utilization as addressed below.

COLLECTION

Pasture Horses

- Manure will be collected at least three times per week to reduce smell and flies.
- Areas will be graded if need be to ensure no run off into storm drain and contained on site.
- If the pastures are consistently muddy, filling low spots and grading will be done to manage area.

Turn outs/Wash Racks/Arenas

- Manure will be collected daily to reduce smell and flies.
- Arenas will be graded if need be to ensure no run off into storm drain and contained on site.

Stalled horses

- Manure and bedding will be collected daily, or as often as necessary to ensure there is no undo buildup of manure in a stall or pipe corral.

STORAGE

All manure will be stored away from residential areas.

Daily manure collection will be stored in open storage area for drying so as not to create hazardous methane gas issues.

- Area will be covered during rain.
- No more than 80 cubic yards (CY) of manure will remain stored on site at any one time

Run Off Prevention

- Manure will be stored with collected bedding material absorbing moisture.
- Manure holding areas will be open to promote evaporation and discourage methane gas build up but will be covered with tarps on rainy days.
-

Exhibit K

Caretaker Manure Management Plan

DISPOSAL OR UTILIZATION

Composting and hauling away of manure removal and distribution

-
- Discussing possibly providing manure for fertilization for landscape contractors.
- On off-site collection whereby manure will be moved from the storage areas to large dumpsters to be hauled away by a removal company. (i.e. EDCO; CR & R; Popelino's)
- Removal of large dumpsters containing manure will occur weekly or bi-weekly dependent upon occupancy and CY accumulation.

D I V I D E R S H E E T

Legislation

ORDINANCE NO. 2021-4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AMENDING THE MUNICIPAL CODE
PERTAINING TO COMPENSATION OF MEMBERS OF THE
CITY COUNCIL

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY ORDAIN AS
FOLLOWS:

SECTION 1. Section 2300.1 of Chapter 3 of Article II of the Lakewood Municipal Code pertaining to the compensation of members of the City Council is hereby amended to read as follows:

"2300.1. Same. Compensation for Services. City Council Members shall be compensated for their services to the City in the sum of \$1,686.00 per month each, which shall be a charge against the City and payable as other salaries on the first day of the month following the effective date of the ordinance adopting this section, and thereafter payable on the first day of each and every month during said term of office."

SECTION 2. In adopting this Ordinance, the City Council makes the following findings:

1. The operative date of the last adjustment of the compensation of members of the City Council was May 2020 and no adjustment has been made since that date.
2. Pursuant to Section 36516(c) of the Government Code of the State of California, compensation may be increased by an amount not to exceed five percent (5%) for each calendar year from said operative date. This ordinance increases the compensation by 2.25%, which results in the sum of \$1,686 for the calendar year 2022.

SECTION 3. Pursuant to Section 36516.5 of the Government Code of the State of California, the change in compensation herein specified from \$1,649 per month to \$1,686 per month shall not be operative, and said compensation of \$1,686 per month for each Council Member shall not commence unless and until one or more members of the City Council become eligible for this salary increase by virtue of beginning a new term of office following the adoption of this Ordinance. Until the provisions of this Ordinance become operative, the existing compensation set by Section 2300.1 of the Lakewood Municipal Code by Ordinance No. 2018-8 shall remain at \$1,649 per month. On the first day of the month following the operative date of this Ordinance, the compensation of each member of the City Council shall be \$1,686 and shall be paid on the first day of each and every month thereafter during said term of office, until said Ordinance is otherwise amended.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause said ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City. This ordinance shall take effect thirty (30) days after its adoption.

ADOPTED AND APPROVED this 26th day of October, 2021, by the following roll call vote:

	AYES	NAYS	ABSENT
Council Member Croft	_____	_____	_____
Council Member Pe	_____	_____	_____
Council Member Rogers	_____	_____	_____
Council Member Stuckey	_____	_____	_____
Mayor Wood	_____	_____	_____

Mayor

ATTEST:

City Clerk

I, JO MAYBERRY, do hereby certify that I am the duly appointed and acting City Clerk of the City of Lakewood, and the foregoing ordinance was adopted and approved by the City Council of the City of Lakewood voting for and against the ordinance as above set forth at a regular meeting thereof on the _____ day of June, 2021.

City Clerk

CODING: Words in ~~struck through~~ type are deletions from existing law; words in underscore type are additions.

RESOLUTION NO. 2021-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD RELATING TO INCREASES IN CITY COUNCIL
COMPENSATION.

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS
FOLLOWS:

SECTION 1. The City Council hereby expresses its interest in considering whether any increase in Council compensation is appropriate at times of and in percentages commensurate with cost-of-living increases provided to City employees. The City Manager is hereby directed to place this topic on City Council agendas at the appropriate times in order to accomplish the City Council's objective. This directive does not constitute any approval of any future increase in compensation.

SECTION 2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 26TH DAY OF OCTOBER, 2021.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

COUNCIL AGENDA

October 26, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Second Reading and Adoption of Ordinance No. 2021-5 Adopting Senate Bill 1383 Regulations

INTRODUCTION

Senate Bill (SB) 1383 requires all jurisdictions to adopt an enforceable ordinance to implement the Short-Lived Climate Pollutants: Organics Waste Reduction regulations set forth by the California Department of Resources Recycling and Recovery (CalRecycle) as well as implementation of a food recovery program.

STATEMENT OF FACT

Staff prepared a draft ordinance adding Part 5, Organic Waste Collection, to Chapter 3, Garbage, Waste and Refuse Collections and Disposal, under Article 05 (V), Sanitation – Health, of the Lakewood Municipal Code to codify SB 1383 requirements and to ensure compliance by every Lakewood resident and business.

On October 4, 2021, the Environmental Management Committee met to review the proposed ordinance, and on October 12, 2021 the ordinance was introduced for first reading at the Study Session meeting. Ordinance No. 2021-5 is now presented for second reading and adoption.

RECOMMENDATION

It is recommended that the City Council waive further reading and adopt Ordinance 2021-5 to add Part 5 to Chapter 3 of Article V of the Lakewood Municipal Code to provide for the requirements of collection and recycling of food waste and green waste.



Lisa Ann Rapp
Director of Public Works



Thaddeus McCormack
City Manager

ORDINANCE NO. 2021-5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD, CALIFORNIA, ADDING PART 5 TO CHAPTER
3 OF ARTICLE V OF THE LAKEWOOD MUNICIPAL CODE
RELATING TO ORGANIC WASTE COLLECTION

WHEREAS, SB 1383 (Chapter 395, Statutes of 2016) directed the California Department of Resources Recycling and Recovery (“CalRecycle”) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, SB 1383 also requires the regulations to recover, for human consumption, at least 20 percent of edible food that is currently thrown away; and

WHEREAS, CalRecycle promulgated regulations as directed in SB 1383 in Chapter 12 (Short-Lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (the “SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations take effect January 1, 2022, and require the City of Lakewood to adopt an Ordinance to enforce the SB 1383 Regulations by said date; and

WHEREAS, the City Council desires to add an Organic Waste Collection Ordinance to comply with the SB 1383 Regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES ORDAIN AS FOLLOWS:

SECTION 1. Part 5 is hereby added to Chapter 3 of Article V of the Lakewood Municipal Code, as set forth in Exhibit “A”, attached hereto and incorporated as though fully set forth herein.

SECTION 2. The list of materials accepted in the source separated containers for solid waste, recyclable materials, and organic waste shall be displayed on the City’s website and may be modified from time to time as appropriate by the Public Works Director in consultation with the City’s service provider for solid waste collection.

SECTION 3. If any section, subsection, clause or phrase in this Ordinance or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Ordinance or the application of such provisions to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause said Ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

SECTION 5. This Ordinance shall take effect and be in full force 30 days after its adoption.

ADOPTED AND APPROVED this 26th day of October, 2021, by the following roll call vote:

	AYES	NAYS	ABSENT
Council Member Croft	_____	_____	_____
Council Member Pe	_____	_____	_____
Council Member Rogers	_____	_____	_____
Council Member Stuckey	_____	_____	_____
Mayor Wood	_____	_____	_____

Mayor

ATTEST:

City Clerk

EXHIBIT A

PART 5 ORGANIC WASTE DISPOSAL REDUCTION

5350. DEFINITIONS.

The following terms are defined for the purposes of this Part. In the event of a conflict between the Lakewood Municipal Code and the SB 1383 Regulations, the Lakewood Municipal Code shall prevail.

- A) “Blue Container” has the same meaning as in 14 CCR § 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Waste.
- B) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR refers to Title 14 of CCR).
- C) “CalRecycle” means California’s Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).”City” means the City of Lakewood, California.
- D) “Commercial” or “Commercial Business” means a business, industrial, commercial establishment, or construction site, and any multiple-family, residential dwelling with five (5) units or more on one (1) account.
- E) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 5350(F)(i) or 5350 (F)(ii) or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
 - i) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
 - (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.
 - (4) Food Distributor.
 - (5) Wholesale Food Vendor.If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Part.

(ii) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Part.

- F) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR § 17855(a)(4); or, as otherwise defined by 14 CCR § 18982(a)(8).
- G) “Compliance Review” means a review of records by the City to determine compliance with this Part.
- H) “Container.” A cart, bin, roll-off, compactor or similar receptacle used to temporarily store solid waste, organics or recyclables for collection service.
- I) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR § 18982(a)(55).
- J) “Designated Source Separated Organic Waste Facility” shall have the same definition as 14 CCR § 18982(14.5).
- K) “Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities as authorized in 14 CCR § 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- L) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR § 18982(a)(18). “Edible Food” is not Solid Waste if it is recovered and not discarded.

- M) “Enforcement Action” means an action of the City to address non-compliance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- N) “Enforcement Officer” means the City Manager, Public Works Director, or his/her authorized Designee(s) who is/are partially or whole responsible for enforcing this Part.
- O) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR § 18982(a)(24).
- P) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR § 18982(a)(25), including, but not limited to:
- i) A food bank as defined in Section 113783 of the Health and Safety Code;
 - ii) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
 - iii) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- Q) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR § 18982(a)(26).
- R) “Food Waste” means food scraps separated from Solid Waste and offered for collection by Franchisee, that will decompose and/or putrefy including (i) all kitchen and table food waste, and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs, and (ii) paper waste contaminated with food waste. Food waste excludes fats, oils, and grease when such materials are Source Separated from other Food.
- S) “Generator” or “Waste Generator” means a person or entity that is responsible for the initial creation of waste.
- T) “Gray Container” has the same meaning as in 14 CCR § 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- U) “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR §§ 18984.1(a)-(b), or as otherwise defined in 14 CCR § 17402(a)(6.5).
- V) “Green Container” has the same meaning as in 14 CCR § 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container

Organic Waste.

- W) “Green Waste” means any and all forms of biodegradable plant material which can be placed in a covered Container, such as wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, prunings, brush, and weeds as well as green waste. Tree stumps and limbs greater than three (3) inches in diameter are excluded unless they are reduced to a chipped form; otherwise, such large portions of Green Waste shall be considered Bulky Waste.
- X) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR § 18982(a)(30).
- Y) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR § 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR § 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR § 17402(a)(11.5); or, as otherwise defined in 14 CCR § 18982(a)(33).
- Z) “Inspection” means a site visit at which the City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Part, or as otherwise defined in 14 CCR § 18982(a)(35).
- AA) “Integrated Waste Collection.” means the collection of Source Separated Green Container Organic Waste in the Green Container, Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container.
- BB) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.
- CC) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. A venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts

center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

- DD) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR § 18982(a)(40).
- EE) “Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR §§ 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR § 17402(a) (11.5).
- FF) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units such as apartments, condominiums and town homes. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- GG) “Notice of Violation” or “NOV” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR § 18982(a)(45) or further explained in 14 CCR § 18995.4
- HH) “Organics,” “Organic Waste,” and “Organic Material” means solid wastes containing material originated from living organisms and their metabolic waste products, including, but not limited to, Food Waste, Green Waste, non-hazardous wood waste, and un-waxed food-soiled paper.
- II) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR § 18982(a)(48).
- JJ) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR § 18982(a)(51).
- KK) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR § 18982(a)(54).
- LL) “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic

Waste for the City's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in the City's Green Container and/or Blue Container; and, (iv) non-Solid Waste items placed in any container.

- MM) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR § 18982(a)(60).
- NN) "Recovery" means any activity or process described in 14 CCR § 18983.1(b), or as otherwise defined in 14 CCR § 18982(a)(49).
- OO) "Recyclable Material" means material such as, but not limited to, paper, cardboard, glass, metal and aluminum cans, and plastics which is separated from other waste or refuse for the purpose of recycling.
- PP) "Recycling" means the process of collecting and turning used products into new products by reprocessing or remanufacturing them.
- QQ) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR § 18982(a)(61).
- RR) "Remote Monitoring" means the use of the internet of things and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
- SS) "Renewable Natural Gas" means gas derived from the Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as defined in 14 CCR Section 18982(a)(62).
- TT) "Residential" means any residential dwelling or apartment house with less than 5 units.
- UU) "Responsible Party" means the owner, property manager, tenant, lessee, occupant, or other Designee that subscribes to and pays for Recyclable Materials, Organic Materials, and/or Solid Waste collection services for the premises in the City, or, if there is no such subscriber, the owner or the property manager of Residential Premises, Multi-Family premises, or Commercial Premises. In instances of dispute or uncertainty regarding who is the Responsible Party for a premises, Responsible Party shall mean the owner of a Residential Premises, Multi-Family Premises, or Commercial Premises.
- VV) "Route Review" means a visual Inspection of containers along a hauler route for the

purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR § 18982(a)(65).

- WW) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016., which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as it may be amended, supplemented, superseded, and replaced from time to time).
- XX) “SB 1383 Regulations” means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- YY) “Self-Hauler” or “Self-Haul” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-Hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR § 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR § 18982(a)(66)(A).
- ZZ) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- AAA) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, as such may be amended from time to time and means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge that is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. Solid waste does not include hazardous, radioactive waste or medical waste.
- BBB) “Source Separating” or “Source Separation” means the separation, by the Generator, of materials designated for separate collection for Recycling, Composting, Recovery, or Reuse.
- CCC) “Source Separated Blue Container Waste” means Source Separated Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR § 18982(a)(43), or as otherwise defined by 14 CCR § 17402(a)(18.7).
- DDD) “Source Separated Green Container Organic Waste” means Source Separated Organic

Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Waste, carpets, non-compostable Paper, and textiles.

- EEE) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR § 18982(a)(71).
- FFF) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
- i) Supermarket.
 - ii) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - iii) Food Service Provider.
 - iv) Food Distributor.
 - v) Wholesale Food Vendor.
- GGG) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
- i) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
 - ii) Hotel with an on-site Food Facility and 200 or more rooms.
 - iii) Health facility with an on-site Food Facility and 100 or more beds.
 - iv) Large Venue.
 - v) Large Event.
 - vi) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
 - vii) A Local Education Agency facility with an on-site Food Facility.
- HHH) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR § 189852(a)(76).

5351. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS.

A. Single-Family Organic Waste Generators shall:

1. Automatically subscribe to the City’s Organic Waste collection services for all Organic Waste generated as described below in Section 5351(A)(2). The City shall have the right to review the number and size of a generator’s carts to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste through backyard residential composting, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c)

2. Participate in the City's three-container collection service(s) by placing Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container, nor place materials designated for the Green Container or Blue Container into the Gray Container.

5352. REQUIREMENTS FOR COMMERCIAL BUSINESSES.

A. Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

1. Subscribe to the City's three-container collection services and comply with requirements of those services as described below in Section 5352(A)(2). The City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

2. Participate in the City's three-container collection service(s) by placing Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container, nor place materials designated for the Green Container or Blue Container into the Gray Container.

3. For establishments that require customers to bus their own trash and service items, supply and allow access to an adequate number, size and location of collection containers with sufficient labels or colors (conforming with Section 5352(A)(4)(a)(b) for employees, contractors, tenants, and customers, consistent with the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Sections 5357.

4. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR § 18984.9(b), the containers provided by the business shall have either:

a. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color

requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR § 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

5. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirements in Section 5352(A)(4) pursuant to 14 CCR § 18984.9(b).

6. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials in accordance with Section 5352(A)(2), or if recycling organics onsite or self-hauling per the Commercial Businesses' instructions to support its compliance with its onsite recycling or self-haul program.

7. Excluding Multi-Family Residential Dwellings, periodically inspect containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR § 18984.9(b)(3).

8. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

9. Provide education information before or within fourteen (14) days of occupation of the premises to new generators and/or tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

10. Provide or arrange access for the City or its Designee to their properties during all Inspections conducted in accordance with Section 5358 to confirm compliance with the requirements of this Part.

11. Accommodate and cooperate with City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, to evaluate generator's compliance with Section 5352(A)(2). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers.

12. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in 5357 of this Part.

13. Nothing in this section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).

14. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 5354.

5353. WAIVERS FOR COMMERCIAL GENERATORS.

A. De Minimis Waivers. The City may waive a Commercial Business' obligation (excluding Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 5353(A)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application to the Public Works Department specifying the services that they are requesting a waiver from and provide documentation as noted in Section 5353(A)(2) below.

2. Provide documentation that either:

a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or

b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

3. Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case the Waiver will be rescinded.

4. Provide written verification of eligibility for the De Minimis Waiver every 5 years, if the City has approved a De Minimis Waiver.

5. The City reserves the right to revoke a De Minimis Waiver at any time if the generator is found to be in violation of any section of this Part.

B. Physical Space Waivers. The City may waive, at the City's sole discretion, a Commercial Business' obligations including Multi-Family Residential Dwellings to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer

demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements.

C. A Commercial Business / Multi-family Residence may request a Physical Space Waiver through the following process:

1. Submit an application form to the Public Works Department specifying the type(s) of collection services for which the applicant is requesting a Waiver.

2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

3. If a Physical Space Waiver is granted, the applicant may be required to subscribe to a two-container collection service comprised of a Gray Container and a Blue Container (Spilt bin).

4. Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a Physical Space Waiver.

5. The City reserves the right to revoke a Physical Space Waiver at any time if the generator is found to be in violation of any section of this Part.

D. Additional Waivers. The City may provide any additional waivers of the requirements of this Part to the extent permitted by applicable law at the City's sole discretion. The Public Works Director or his or her designee shall be responsible for determining the grounds for the waiver, its scope, and appropriate administration.

E. Review and Approval of Waivers by City. Review and approval of waivers will be the sole responsibility of the Public Works Director or his or her designee.

5354. REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS.

A. Tier One Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food recovery; or (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

4. Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR § 18991.4.

5. Keep records that include the following information, or as otherwise specified in 14 CCR § 18991.4:

a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR § 18991.3(b).

b. A copy of all contracts or written agreements established under 14 CCR § 18991.3(b).

c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

iii. The established frequency that food will be collected or self-hauled.

iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

d. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017-(approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 1140079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

5355. REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES.

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR § 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR § 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR § 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR §18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR § 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR § 18991.3(b) no later than July 1, of each calendar year.

D. Food Recovery Capacity Planning

1. Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

5356. REQUIREMENTS FOR HAULERS, FACILITY OPERATORS, AND CITY DEPARTMENTS.

A. Requirements for Haulers

1. Haulers—providing Residential, Commercial, or Industrial Organic Waste collection services to generators within the City’s boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or authorization with the City to collect Organic Waste:

a. Through written notice to the City annually on or before June 30, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, and Source Separated Green Container Organic Waste, and Mixed Waste for generators who have been granted a De Minimis Waiver.

b. Transport Source Separated Recyclable Materials or Source Separated Green Container Organic Waste, and Mixed Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

c. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting construction and demolition debris in a manner that complies with 14 CCR Section 18989.1, Section 13 of this ordinance, and the City’s construction and demolition program.

2. Haulers authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its permit or other agreement entered into with the City.

3. Haulers authorized to collect Organic Waste shall serve as a direct service provider for the purpose of the City meeting its annual recovered organic waste procurement target and procure the products and quantities necessary for the City to meet its annual recovered organic waste procurement target under 14 CCR §§ 18993.1-18993.2 at no cost to the City.

B. Requirements for Facility Operators and Community Composting Operations

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City’s request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

2. Community composting operators, upon the City’s request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

C. Requirements for City Departments

1. If fitness and quality are equal, the City shall procure Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consist of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.

5357. SELF-HAULER REQUIREMENTS.

A. Self-Haulers shall source separate all recyclable materials and Organic Waste generated on-site from Solid Waste in a manner consistent with 14 CCR §§ 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 1894.3.

B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.
2. The amount of material in cubic yards or tons transported by the generator to each entity.
3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

D. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected pursuant to Section 5358(C) to the City if requested.

E. A residential Organic Waste Generator that self-hauls Organic Waste is not required to record information in Section 5358(C) or report information in Section 5358(D).

F. Self-Haulers, including those hauling construction demolition, must obtain a permit from the City prior to undertaking any self-hauling activities. Any applicant issued a Self-Hauler permit for Source Separated Recycle Materials, Construction Demolition, and/or Organic Waste found to be in violation of this ordinance, upon issuance of a first Notice of Violation, at the discretion of the Public Works Director or their designee, will have the Self-Haul permit revoked and will be required to subscribe to solid waste and recycling services from the City's waste hauler within five (5) days of the issuance of the Notice of Violation. Failure to subscribe to solid waste and recycling services will result in penalties prescribed in the ENFORCEMENT Section of this Part.

5358. INSPECTIONS AND INVESTIGATIONS.

A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and Investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, hauler, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not permit the City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 5352, the City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 5352.

B. The generators shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Part described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment; or (iii) access to records for any Inspection or investigation is a violation of this Part and may result in penalties described in Section 5359.

C. Any records obtained by the City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other Investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

E. The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

5359. ENFORCEMENT.

A. In response to violations of this Part, the City may avail itself of any legal remedy, including Administrative Citation (Sections 4900, et seq.), infraction or misdemeanor prosecution, or civil action. Regardless of the remedy utilized, the amounts of the fines or assessments for such violations shall be the greater of: (i) the maximum amounts allowed by applicable State law and regulations for such specific violations, or (ii) the maximum amounts allowed by State law for infractions; with such amounts to include enhancements for multiple violations within the same calendar year.

B. Responsible Entity for Enforcement

- i. Enforcement pursuant to this Part may be undertaken by the City Enforcement Official, which may be the City Manager, Public Works Director or their Designee, legal counsel, or combination thereof.
- ii. Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the City, in consultation with the City Enforcement Official.

C. Process for Enforcement

- i. The City Enforcement Official and/or his or her Designee will monitor compliance with this Part randomly through complaints, route reviews, and an Inspection Program.
- ii. The City may issue an official notification to notify generators of its obligations under this Part.
- iii. For incidences of Prohibited Container Contaminants found in containers, the City will issue a Notice of Violation to any Generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag, a tag at the premises' door or gate, or other written or electronic communication immediately upon identification of the Prohibited Container Contaminants or within three days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in the generator's containers on more than one (1) occasion(s), within every calendar year starting January 1, the City may assess an administrative fine or penalty, contamination processing fees or contamination penalties on the generator pursuant to Section 5359(E)(i). In addition to the City-assessed penalties, the City's solid waste hauler may assess a contamination processing fee for each instance of Prohibited Container Contaminants pursuant to the City's solid waste hauler agreement.
- iv. With the exception of violations of generator contamination of container contents addressed under Section 5359(D)(1), the City shall issue a Notice of Violation requiring compliance within 30 days of issuance of the notice.
- v. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the City shall commence an action to impose penalties.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services,

depending upon available information.

D. Compliance Deadline Extension Considerations.

The City may extend the compliance deadlines set forth in a Notice of Violation issued if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

E. Education Period for Non-Compliance.

Beginning January 1, 2022 and through December 31, 2023, the City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of generators, to determine compliance, and if the City determines that Organic Waste Generator, Self-Hauler, Hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

F. Commencement of Actions for Non-Compliance.

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, Hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Part.

D I V I D E R S H E E T

Reports

COUNCIL AGENDA

October 26, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Quarterly Budget Report of Major Funds – as of September 30, 2021

INTRODUCTION

The City is in the second year of a Two-Year Budget, adopted in June 2020 and revised by the City Council in June 2021. Following is a quarterly budget review as of September 30, 2021 for the City's two major funds, the General Fund and the Water Utility Enterprise Fund.

In addition to scheduled formal budget reviews, Staff continually monitors the year-round inflow and outflow of funds to make sure that the City remains on a sound fiscal path. Within the budget, particular attention is given to the City's two major funds as mentioned above. Together the funds support the majority of the City's day-to-day operations, with the General Fund being the City's most discretionary funding source.

Given the broad economic impact of the COVID-19 pandemic, Staff also continues working to better understand and anticipate the ongoing financial consequences of this global challenge. Information will continue to be incorporated into the City's budget projections and overall fiscal outlook.

Following is the quarterly review of the General Fund and the Water Utility Enterprise Fund Budgets as of September 30, 2021:

STATEMENT OF FACT

General Fund

The General Fund is the largest City fund. Its operational expenditures are trending as expected and are aligned with the adopted budget. Overall, 20.2% of the year's total expenditure budget has been utilized through the end of the first quarter (or 25% of the fiscal year). See expenditure summary table on the following page. Given the normal time lag in receiving invoices and processing payments for costs incurred, the figure seems appropriate. Employee Services and Contract Services represent the two largest expenditure categories and have expended 28.6% and 13.9% of their budgets, respectively. Employee Services is slightly higher than normal as it includes some annual costs incurred in the first quarter that are not realized during the rest of the year.

Another area worth highlighting is the Other Operating Expenditure line item with 57.9% of the annual budget expended. Of the \$1,712,703 expended in the year, almost \$1 million represents payments for the City's various insurance coverages. These amounts are paid in lump sum during the month of July for annual coverage. Lastly, it is important to note that Capital Outlay / Capital Improvement Project (CIP) expenditures are irregular in their spending pattern with projects often spanning multiple fiscal years. When excluding them (and only including Operational Expenditures), the YTD percentage increases slightly to 22.1%.

Following is a summary of the General Fund expenditure activities:

ACCOUNT DESCRIPTION	ADOPTED BUDGET	YTD EXPENDITURES	% SPENT
EMPLOYEE SERVICES	\$ 23,918,857	\$ 6,831,853	28.6%
CONTRACT SERVICES	26,730,935	3,707,851	13.9%
FACILITIES EXPENSES	2,103,337	405,528	19.3%
OFFICE EXPENSES	158,695	29,324	18.5%
MEETING EXPENSES	124,790	13,831	11.1%
SPECIAL DEPT SUPPLIES	1,848,602	287,071	15.5%
OTHER OPERATING EXP	2,958,897	1,712,703	57.9%
INTERDEPT TRANSFERS	1,258,582	55,391	4.4%
OPERATIONAL EXPENDITURES	\$ 59,102,695	\$ 13,043,552	22.1%
CIPs / CAPITAL OUTLAY	6,178,304	148,638	2.4%
TOTAL EXPENDITURES	\$ 65,280,999	\$ 13,192,190	20.2%

General Fund revenues through the first quarter are also tracking as expected and according to annual seasonal trends. Not surprisingly, at 10.7% YTD, revenues lag behind the 25% marker for the first quarter. The delay stems from larger revenue sources necessarily having to flow through state and county collection processes prior to receipt by the City. Additionally, some large revenues are received as single payments later in the fiscal year (i.e. SCE franchise fees and Proposition A sale of funds). In contrast, the City's Business License Tax is mostly collected at the beginning of the fiscal year when licenses are renewed in-line with the City's fiscal year. YTD revenues (\$497,758) represent 82.1% of the budgeted amount (\$606,500). The balance of the Business License Tax revenues are received throughout the year from new businesses or contractors in the city.

Sales tax revenue generated by Measure L is anticipated to be \$10,300,000 for the year, having received \$927,328 during the quarter. Actual amounts for the quarter will not be known until December. The YTD amount represents a relatively small advance that the State provides based on prior year actual amounts.

Following is a summary of the General Fund revenues:

Quarterly Budget Report

October 26, 2021

Page 3

ACCOUNT DESCRIPTION	ADOPTED BUDGET	YTD REVENUES	% REC'D
PROPERTY TAXES	6,003,000	137,180	2.3%
SALES TAX - BRADLEY BURNS	14,712,000	1,247,465	8.5%
SALES TAX- MEASURE L	10,300,000	218,127	2.1%
FRANCHISE FEES	1,540,000	-	0.0%
BUSINESS LICENSE TAX	606,500	497,758	82.1%
DOCUMENTARY TRANSFER TAX	300,000	64,514	21.5%
TRANSIENT OCCUPANCY TAX	58,000	-	0.0%
UTILITY USERS TAX	2,716,000	622,806	22.9%
LICENSES & PERMITS	1,152,598	352,294	30.6%
FINES / FORFEITURES / PENALTIES	781,100	159,191	20.4%
USE OF MONEY & PROPERTY	1,168,795	291,541	24.9%
FROM OTHER AGENCIES	10,483,000	164,462	1.6%
CURRENT SERVICE CHARGE	9,342,391	2,071,086	22.2%
BUDGETED TRANSFERS	3,918,988	901,367	23.0%
TOTAL REVENUE	\$ 63,082,372	\$ 6,727,792	10.7%

Water Utility Enterprise Fund

At 16.7% YTD, Water expenses are tracking under budget overall. Similar to trending with General Fund expenditures, there is a time lag in receiving and processing incurred costs. As seen in the General Fund, Employee Services is slightly higher than normal as it includes annual lump sum costs incurred in the first quarter. Below is a summary of the various Water Utility Enterprise Fund expense activities:

ACCOUNT DESCRIPTION	BUDGET	YTD EXPENSES	% SPENT
EMPLOYEE SERVICES	\$ 2,924,066	\$ 842,014	28.8%
CONTRACT SERVICES	1,007,038	199,992	19.9%
FACILITIES EXPENSES	2,703,750	12,045	0.4%
OFFICE EXPENSES	3,200	174	5.4%
MEETING EXPENSES	6,800	60	0.9%
SPECIAL DEPT SUPPLIES	670,943	115,986	17.3%
OTHER OPERATING EXP	4,333,950	679,001	15.7%
INTERDEPT TRANSFERS	169,023	9,589	5.7%
BUDGETED TRANSFERS	1,795,700	448,925	25.0%
OPERATIONAL EXPENSES	\$ 13,614,470	\$ 2,307,786	17.0%
CIPs / CAPITAL OUTLAY	3,454,249	548,944	15.9%
TOTAL EXPENSES	\$ 17,068,719	\$ 2,856,730	16.7%

Overall water revenues are trending close to their anticipated mark. It is early in the year and a significant portion of revenues received during the first quarter were attributable to activities from the prior fiscal year and posted as such. Water meter sales, the largest revenue source, are highly sensitive to weather patterns and may vary significantly depending on rainfall experienced. The following table provides a snapshot:


ACCOUNT DESCRIPTION	ADOPTED BUDGET	YTD REVENUES	% REC'D
INVESTMENT EARNINGS	\$ 150,000	\$ 35,351	23.6%
RENTS AND CONCESSIONS	57,880	13,594	23.5%
ENERGY UTILITY REBATES	91,000	0	0.0%
OTHER REVENUE	60,000	4,947	8.2%
METERED WATER SALES	12,135,000	1,921,574	15.8%
METERED WTR SALES-INTERCONNECT	1,053,000	133,011	12.6%
FIRE PROTECTION SERVICES	217,600	17,626	8.1%
RECLAIMED WATER	485,000	52,366	10.8%
SERVICE INITIATION FEES	48,000	8,318	17.3%
SERVICE RESTORATION CHARGES	60,000	0	0.0%
TOTAL REVENUES	\$ 14,357,480	\$ 2,186,787	15.2%

SUMMARY

First quarter revenue and expenditure activity is line with historical seasonal trends, and more importantly, with the adopted budget. Staff will continue to monitor all activities and recommend adjustments, if necessary.

RECOMMENDATION

It is recommended that the City Council receive and file this report.


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager

D I V I D E R S H E E T

*Written
Communications*

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

Office (562) 944-9656 Fax (562) 944-7976

Email: info@glacvcd.org Website: www.glamosquito.org

PRESIDENT

Heidi Heinrich, Santa Clarita

VICE PRESIDENT

Emily Holman, Long Beach

SECRETARY-TREASURER

Scott T. Kwong, San Marino

GENERAL MANAGER

Truc Dever

September 17, 2021

Mr. Thaddeus McCormack, City Manager

City of Lakewood

5050 Clark Avenue

Lakewood, California 90712

Re: Appointment/Re-appointment of Representative to the Greater Los Angeles County
Vector Control District Board of Trustees

Dear Mr. McCormack:

This correspondence is to inform you that the term of office for Trustee Steve Croft as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District will expire on January 3, 2022. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Croft or appointing a new trustee for a **two or four-year term** of the office, commencing at noon on the first Monday of January (i.e. January 3, 2022). **Please note, per the State Health and Safety Code that representatives must be appointed to serve a full 2 or 4 year term commencing on January 3, 2022 and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e. a-e) enclosed. Subsections a and b require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Representatives are expected to attend the District's general board meetings held monthly on the 2nd Thursday of the month. Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to

ARTESIA

Melissa Ramoso

BELL

Ali Saleh

BELL GARDENS

Pedro Aceituno

BELLFLOWER

Sonny R. Santa Ines

BURBANK

Dr. Jeff D. Wassem

CARSON

Elito M. Santarina

CERRITOS

Mark W. Bollman

COMMERCE

Leonard Mendoza

CUDAHY

Barú Sánchez

DIAMOND BAR

Steve Tye

DOWNEY

Robert Kiefer

GARDENA

Dan Medina

GLENDALE

Vrej Agajanian

HAWAIIAN GARDENS

Luis Roa

HUNTINGTON PARK

Marilyn Sanabria

LA CAÑADA FLINTRIDGE

Leonard Pieroni

LA HABRA HEIGHTS

Catherine Houwen

LAKESIDE

Steve Croft

LA MIRADA

John Lewis

LOS ANGELES CITY

Steven Appleton

LOS ANGELES COUNTY

Steven A. Goldsworthy

LYNWOOD

Marisela Santana

MAYWOOD

Jessica Torres

MONTEBELLO

Avik Cordeiro

NORWALK

Ana Valencia

PARAMOUNT

Isabel Aguayo

PICO RIVERA

Raul Elias

SAN FERNANDO

Jesse H. Avila

SANTA FE SPRINGS

Joe Angel Zamora

SIGNAL HILL

Robert D. Copeland

SOUTH EL MONTE

Hector Delgado

SOUTH GATE

Denise Diaz

VERNON

Leticia Lopez

WHITTIER

Jessica Martinez

discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.

Please make your appointment/reappointment prior to January 3, 2022 as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Mary-Joy Coburn, Director of Communications at 562-944-9656 ext. 510 or mjcoburn@glamosquito.org.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Truc Dever', with a stylized flourish extending to the right.

Truc Dever
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC
cc: Steve Croft, Trustee
Jo Mayberry, City Clerk

California Health and Safety Code

2022.

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

2024.

(a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

D I V I D E R S H E E T

Housing Successor

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 10/14/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 419 through 420. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	21,850.00
		<hr/>
		21,850.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
SUMMARY CHECK REGISTER**

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
419	10/14/2021	2177	SINDAHA SAMIR	3,850.00	0.00	3,850.00
420	10/14/2021	3699	VANDEVENTER, MICHAEL AND LYNDA	18,000.00	0.00	18,000.00
Totals:				<u>21,850.00</u>	<u>0.00</u>	<u>21,850.00</u>

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 10/21/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 421 through 421. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	350.00
		<hr/>
		350.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
SUMMARY CHECK REGISTER**

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
421	10/21/2021	40572	CHICAGO TITLE CO	350.00	0.00	350.00
			Totals:	<u>350.00</u>	<u>0.00</u>	<u>350.00</u>